ORDER ADOPTING AMENDED RULES AND REGULATIONS
November 12, 2020

Amending and Superseding the October 10, 2019 Order Adopting Amended Rules and Regulations

THE STATE OF TEXAS §

COUNTY OF HAYS §

HAYS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 §

We the undersigned officers of the Board of Directors (the "Board") of Hays County Water Control and Improvement District No. 1 (the "District"), hereby certify as follows:

The Board convened in regular session on November 12, 2020 at its office within the District, open to the public via telephonic conference, as authorized by proclamation of the Governor and guidance of the Office of Attorney General in an effort to mitigate the spread of COVID-19, and the roll was called of the members of the Board, to-wit:

Douglas Botts	President
Paul Kelly	Vice President
Daniel Robison	Secretary
Bill Dally	Treasurer/Asst. Secretary
Rick Lucas	Assistant Secretary

All members of the Board were present.

Whereupon, among other business conducted by the Board, Director Dally introduced the order set out below (the "Order") and moved its adoption, which motion was seconded by Director Kelly and after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

"Aye" 5; "No" 0.

The Order thus adopted is as follows:

WHEREAS, Pursuant to Texas Water Code §§ 11.037, 49.004, 49.057, 51.127, 51.303 and 54.205, and 30 Texas Administrative Code § 293, Subchapter J, the District is authorized to adopt and enforce reasonable rules and regulations to (1) govern the affairs of the District to perform its purposes; (2) secure and maintain safe, sanitary and adequate plumbing installations, connections and appurtenances; (3) preserve the sanitary condition of water controlled by the District; (4) prevent waste or the unauthorized use of water controlled by the District; (5) regulate privileges on land and easements of the District; (6) provide and regulate a safe and adequate freshwater distribution system; (7) provide for the supply, use, distribution and payment for water; and (8) establish reasonable civil penalties for breach of its rules and regulations; and

WHEREAS, the Board has determined that its existing rules and regulations are in need of amendment to address recent changes to the District's service rate order.

NOW THEREFORE, THE BOARD OF DIRECTORS OF HAYS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 ORDERS THAT:

1. The amended rules and regulations, attached hereto as **Exhibit "A"** (the "Amended Rules and Regulations") are hereby adopted;

2. A substantive statement of the Amended Rules and Regulations shall be published as required by law;

3. The Amended Rules and Regulations shall become effective five (5) days after such publication requirements have been satisfied (the "Effective Date");

4. The amended rules and regulations adopted by the District on October 10, 2019, shall be of no force and effect with respect to any event occurring on or after the Effective Date, and are hereby rescinded as of the Effective Date;

5. If any provision, section, sentence, clause, or phrase of this Order, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Order or the application to such other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board in adopting this Order, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision; and

6. The Secretary of the Board is hereby directed to file a copy of this Order in the principle office of the District. This Order shall be and remain in full force and affect from and after the date of filing.

PASSED AND APPROVED THIS 12th day of November, 2020.

Douglas Botts, President
Board of Directors

Attest:

Daniel Robison, Secretary
Board of Directors

EXHIBIT "A"

[ATTACHED]

Hays County Water Control and Improvement District No. 1 Hays County, Texas

Rules and Regulations

Adopted November 12, 2020

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Section 1
General Provisions

Rule 1.01 Authority and Purpose of Rules. These Rules are promulgated 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) govern the affairs of the District to perform its purposes; (2) secure and maintain safe, sanitary and adequate plumbing installations, connections and appurtenances; (3) preserve the sanitary condition of water controlled by the District; (4) prevent waste or the unauthorized use of water controlled by the District; (5) regulate privileges on land and easements of the District; (6) provide and regulate a safe and adequate freshwater distribution system; (7) provide for the supply, use, distribution and payment for water; and (8) establish reasonable civil penalties for breach of these Rules. 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.

Rule 1.02 Effect of Rules. Pursuant to Texas Water Code § 51.128 and Texas Water Code § 54.206, these Rules shall be recognized by the courts as if they were penal ordinances of a city. In addition, under Texas Water Code § 51.241, a Person who violates any of these Rules commits a criminal offense classified as a Class C misdemeanor.

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

Rule 1.04 Definitions. The terms and phrases set forth on **Appendix 1**, when capitalized within the text of these Rules, shall have the meaning ascribed to them in such Appendix 1. Other terms and phrases that are capitalized, underlined, and defined within the text of these Rules shall have the meaning ascribed to them therein throughout these Rules.

Rule 1.05 Singular and Plural. Unless the context otherwise requires, defined terms and phrases expressed in the singular include the plural and *vice versa*.

Rule 1.06 Heading and Captions. The headings and captions in these Rules are included for reference only, and do not affect in any way the meaning or interpretation of these Rules.

Rule 1.07 Severability. If any provision of these Rules or its 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 these Rules are severable.

Rule 1.08 Publication and Effective Date. 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.

Section 2
Bylaws, Policies and Administrative Provisions

Rule 2.01 Board of Directors

(a) **Board of Directors.** The Board shall govern the District, and shall consist of five (5) elected or appointed members, qualified as required by law.

(b) **Director Elections.** If necessary, Director elections shall be held during even-numbered years in May. Elections of directors shall be conducted in accordance with all applicable provisions of the Texas Water Code and the Texas Elections Code.

(c) **Terms.** Directors of the Board shall serve staggered terms of four (4) years. A Director serves until resignation, disqualification or a successor is elected or appointed and qualified to hold office in accordance with applicable law.

(d) **Vacancies.** Unless otherwise required under Section 49.105 of the Texas Water Code, a vacancy on the Board shall be filled by appointment of the Board no later than sixty (60) days after the vacancy occurs. A person so appointed, upon acceptance and qualification as required by law, shall serve for the remainder of the unexpired term of the Director that he or she replaces.

(e) **Officers.** Each year after a Director's Election, the Board will select one member to serve as president to preside over Board meetings and proceedings and to serve as the chief executive officer of the District ("President"), one member to serve as vice-president to preside over Board meetings and proceedings in the absence or disability of the president ("Vice President"), and one member to serve as secretary ("Secretary") to keep a true and correct account of the proceedings of the Board, and one member to serve as treasurer ("Treasurer/Assistant Secretary") to assist the General Manager and other consultants of the District in carrying out the finances of the District. The Board may appoint an assistant secretary to assist the secretary, and any such other officers as it may deem necessary. In the event of a vacancy in an office, the Board will select out of its members a person to serve out the remaining term of office. Upon a concurrence of a majority of the Board, selection of Directors for offices may be reconsidered after proper notice.

(f) **Committees.** The Board may authorize committees comprised of less than a majority of its membership (each a "Committee") to perform investigative, review, representative, and other similar activities, and to formulate and provide recommendations to the Board upon completion of designated assignments. Each year at its regular January meeting, and if there is no January meeting, at its next regular meeting, the Board will appoint two (2) Directors, and one alternate, to the following standing committees: (1) Customer Care Committee; (2) Financial Committee; (3) Infrastructure and Strategic Planning Committee; and (4) Parks Committee. To the extent that the subject matter of a particular committee assignment falls within the scope of multiple committees, the President shall be responsible for determining the Committee to which the assignment shall be designated. The President may establish a special committee for the formulation of recommendations to the Board on a

specific assignment (a "Special Committee"), which may include persons who are and who are not Board members. No Committee or Committee member may purport to bind or obligate the District to any action or expenditure without official authorization of the Board. However, the Board may authorize a Committee to negotiate on the Board's behalf, or consult with a District Representative, in order to bring a recommendation back to the full Board for approval. Committee meetings are not subject to the provisions of Chapter 551 of the Texas Government Code ("Texas Open Meetings Act").

(g) **Quorum.** A majority of the membership of the Board constitutes a quorum for any meeting of the Board, and a concurrence of a majority of the entire membership (3 Directors) of the Board is sufficient for transacting any business of the District.

(h) **Director Communications.** Directors are and shall be permitted to discuss the business of the District individually with a Customer, a District Representative, an elected or appointed official, or any other Person; provided, however, that no Director may purport to represent that he or she is authorized to conduct the business of the District or otherwise act on behalf of the Board unless he or she has been expressly authorized to do so. To the contrary, unless otherwise authorized by the Board, a Director shall explain to any third party that he or she does not represent the entire Board and speaks only in his or her capacity as a single Director. No Director may purport to bind or obligate the District to any action, position, or expenditure without official authorization of the Board.

(i) **Attendance at Legislative Meetings, Conferences and Candidate Forums.** The attendance by a quorum of the Board at a meeting of a committee or agency of the legislature (including an administrative agency) is not considered to be a meeting of the Board if the deliberations at the meeting by the Directors consist only of publicly testifying at the meeting, publicly commenting at the meeting, and publicly responding at the meeting to a question asked by a member of the legislative committee or agency. Similarly, the attendance by a quorum of the Board at a convention, a ceremonial event or press conference, or a candidate forum or debate is not considered to be a meeting of the Board if action is not taken and any discussion of public business is incidental to the event.

(j) **Conflicts and Disclosure Requirements.** In accordance with the requirements of Chapter 171 of the Texas Local Government Code, a Director shall abstain from participation and voting with respect to a matter before the Board if the Director has a substantial interest in a business entity or in real property related to such matter, and shall file with the District's attorney an affidavit stating the nature and extent of the interest. In addition, a vendor that has a business relationship with the District and also has an employment, business, family or other relationship with a Director described in Chapter 176 of the Texas Local Government Code, and the Director with whom such relationship is maintained, shall file a conflict of interest questionnaires as prescribed by said Chapter.

Rule 2.02 Meetings.

(a) **Meetings in General.** The business of the District will be conducted at regular or special Board meetings only when a quorum is present. The Board will hold regular meetings at

least one (1) time each month on a day and at a place that the Board may establish from time to time. At the request of the President, or upon request of two Board members, the Board may hold a special meeting.

(b) **Emergency Meetings or Supplements.** In the event that immediate action of the Board is required because of an imminent threat to public health and safety, or a reasonably unforeseeable situation, any Director may request an emergency meeting of the Board or the posting of a notice supplemental to an existing meeting notice. The emergency meeting notice or supplement must clearly identify the emergency or urgent public necessity to be addressed, and must be posted at least two (2) hours before the meeting is convened.

(c) **Cancellation of Meetings.** In the event that a proposed meeting of the Board must be cancelled after notice of such proposed meeting has been posted, a notice of cancellation shall be posted at the location where the proposed meeting was to be held at the earliest time practicable.

(d) **Place of Meetings.** Board meetings may be held at any place within the District, or at any office of the District designated in the District's Order Designating Offices Outside the District, as amended from time to time. Meetings of a quorum of the Board of Directors must be conducted in person, provided that if a quorum is present, up to two members of the Board of Directors may attend by videoconference in accordance with Texas Government Code § 551.127. The Board may utilize conference call or other technology to consult with the District's attorneys if necessary.

(e) **Meeting Notices.** Notice of all meetings shall be provided in accordance with the Texas Open Meetings Act at least seventy-two (72) hours prior to the scheduled time of the meeting. Written notices stating the time, date and place of the meeting, together with agenda items to be considered, will be posted at a public place within the District and on the District's internet website, and provided to the County Clerk of Hays County for posting.

(f) **Agenda Items.** Discussion and action at Board meetings shall be limited to agenda items listed on the meeting notice. Any Director or other Person may request that an agenda item be included on the meeting notice. Any such request will be made in writing to the General Manager or counsel for the District at least seven (7) business days prior to the date of a scheduled meeting. The President, upon consultation with the consultants of the District, shall determine the items to be included on the meeting notice. If any inquiry is made at a Board meeting concerning a subject for which notice has not been given, discussion shall be limited to a statement of specific factual information or recitation of existing policy in response to such inquiry, and any decisions concerning such subject shall be limited to a proposal to place the subject on the meeting notice for a subsequent meeting. Absent objection from any other Director, the Board may take up agenda items out of the order set forth on the posted meeting notice.

(g) **Conduct of Meetings.** All Board meetings will be conducted in accordance with the Texas Open Meetings Act. The President (or other presiding officer) will preside over meetings

in accordance with these Rules, and shall not be bound by the rules contained in "Roberts Rules of Order" or any other similar procedural publication. All Directors are to demonstrate respect toward the opinions of other Directors, allow other Directors equal time on discussion items, and conduct themselves in accordance with the Board's adopted Code of Ethics. The President (or other presiding officer) may reasonably limit the time allowed for presentations and discussion on any agenda item, provided that each Director shall be allowed at least five minutes of time for discussion. The time for each speaker will be kept by the President (or other presiding officer). Members of the general public and interested parties will be requested to provide their name and other relevant information at the commencement of the meeting. Minutes of all meetings, setting forth the subject matter of each deliberation and each vote or other action taken, will be kept with the District's records. Meetings are not required to be recorded or transcribed, but recordation or transcription of a meeting is permitted provided that notice be given to the President of any special accommodations required, and further provided that recording or transcription equipment shall not unreasonably interfere with the conduct of the meeting

(h) **Public Participation.** Any Person wishing to address the Board **generally** will be permitted to present comments at the time the presiding officer calls for public comments in accordance with the meeting notice. During the public comment portion of the meeting, Directors shall limit any responses to statements of specific fact, recitation of existing policy, acknowledgment of comments and clarification inquiries. Any Person wishing to address the Board with respect to a **specific agenda item** will be permitted to present comments before or during the Board's consideration of the agenda item. In all cases, the maximum time permitted for public comment by each Person wishing to address the Board will be three (3) minutes; provided, however, to the extent that a Person addresses the Board through a translator, the maximum time permitted for such Person shall be six (6) minutes. The presiding officer may grant leave to any Person to exceed such three-minute or six-minute limit with respect to matters of exceptional interest. In addition, all written materials to be presented to the Board should be provided to the General Manager or the District attorney for distribution to the Directors, and members of the public must make arrangements with the General Manager in advance of the meeting in order to make use of visual aids or audio/video aids. While members of the public are permitted to publicly criticize the Board or the District, including criticism of any act omission, policy, procedure, program, or service, members of the public are required to conduct themselves in an orderly and appropriate manner at all times, and those who do not will be ordered by the presiding officer to leave the meeting. Profanity, or other personally insulting or threatening speech or behavior, directed toward the Board or any Person, present or not, will result in termination of the speaker's time and removal from the meeting. In all cases, public participation is limited to observation of the meeting unless a Person signs up to address the Board at the commencement of the meeting and identifies any agenda item(s) upon which the Person desires to present public comment.

(i) **Proceedings Before the Board.** If a Person other than a Director or District Representative requests that an agenda item be listed on the meeting notice, such Person will be permitted to address the Board at the time the agenda item is taken up by the Board. The Board will first hear a report and recommendation, if any, from the General Manager or other

applicable District Representative. The Board will next hear from the requesting Person, and any other interested parties. The President will then allow any public comment on such agenda item to be heard prior to discussion and consideration of the requested action by the Board. The President may place reasonable limits on the period of time that each interested party is allowed in addressing the Board, and any interested party may present evidence to the Board in support of such party's position. This procedure may be applied to any request for approval, any hearing on an application, request for variance, penalty, enforcement proceeding or other matter, and any other proceeding before the Board.

(j) **Executive Session.** The Board may under limited circumstances, after convening a public meeting in open session, adjourn to executive session for a closed meeting regarding an agenda item set forth on the applicable meeting notice. These circumstances generally include deliberation regarding personnel, security or information technology security matters, economic development negotiations, real property negotiations, or consultation with the District's attorney regarding an agenda item set forth on the applicable meeting notice pursuant to Texas Government Code § 551.071. No vote or final action will be taken by the Board during an executive session. A certified agenda or recording concerning each executive session will be kept in accordance with Texas Government Code § 551.103, unless the executive session is convened for consultation with the District's attorney, in which case the agenda items discussed in executive session shall be stated in the minutes of the meeting. The President (or other presiding officer) shall announce the agenda items that will be discussed in executive session prior to adjournment.

Rule 2.03 District Policies

(a) **Code of Ethics.** The District has adopted a Code of Ethics for Directors, officers, employees and persons engaged in handling investments for the District ("Code of Ethics"). The Code of Ethics, as amended from time to time, is hereby incorporated into these Rules for all purposes. A copy of the Code of Ethics may be obtained from the General Manager.

(b) **Travel Expense Policy.** The District has adopted a policy relating to travel expenditures ("Travel Expense Policy"). The Travel Expense Policy, as amended from time to time, is hereby incorporated into these Rules for all purposes. A copy of the Travel Expense Policy may be obtained from the General Manager.

(c) **Investment Policy.** The District has adopted a policy relating to investments of the District ("Investment Policy"). The Investment Policy, as amended from time to time, is hereby incorporated into these Rules for all purposes. A copy of the Investment Policy may be obtained from the General Manager.

(d) **Policy and Procedures for Selection and Review of Consultants.** The District has adopted a policy for the selection, monitoring, or review and evaluation of professional services ("Professional Services Policy"). The Professional Services Policy, as amended from time to time, is hereby incorporated into these Rules for all purposes. A copy of the Professional Services Policy may be obtained from the General Manager.

(e) **Policies Concerning the Use of Management Information.** The District has adopted a policy related to the better use of management information ("Management Information Policy"). The Management Information Policy, as amended from time to time, is hereby incorporated into these Rules for all purposes. A copy of the Management Information Policy may be obtained from the General Manager.

(f) **Records Management Program and Records Management Officer.** The District has adopted records management program ("Records Management Program"), and designated an officer for the management of its records in accordance therewith ("Records Management Officer"). The Records Management Program, as amended from time to time, is hereby incorporated into these Rules for all purposes. A copy of the Records Management Program may be obtained from the General Manager.

(g) **Policy on Responding to Requests for Information and Related Matters.** The District has adopted a Policy on Responding to Request for Information and Related Matters ("Information Request Policy"). The Information Request Policy, as amended from time to time, is hereby incorporated into these Rules for all purposes. A copy of the Information Request Policy may be obtained from the General Manager.

(h) **Policy on Confidential or Otherwise Protected Information.** The District shall use reasonable efforts to protect the confidentiality of information within its custody in compliance with all applicable federal, state and local regulations, including federal Homeland Security laws, the Texas Public Information Act (including without limitation Subchapter C thereof), and Texas Government Code § 418.181 relating to Critical Infrastructure information.

Rule 2.04 Financial Matters.

(a) **Annual Audit.** The Board shall have the fiscal accounts and records of the District audited on an annual basis. The annual audit shall be completed within 120 days of the conclusion of the District's fiscal year, and shall be filed within 135 days of the conclusion of the District's fiscal year in accordance with Texas Water Code § 49.194. The audit shall be conducted by a third party certified public accounting firm.

(b) **Annual Budget.** The District's fiscal year will begin on October 1 of each year and conclude on September 30 of the subsequent year. The Board shall adopt an annual budget prior to the commencement of each fiscal year. The General Manager shall be responsible for preparation of the proposed annual budget and shall present the final proposed annual budget to the Board for consideration prior to the District's annual tax rate hearing. The final proposed budget will be available to the public upon request after such time as the Board has received it. The annual budget must include a line item for projected expenses associated with publication of notices required by law. The annual budget may be amended at any time during the fiscal year of the District.

(c) **Rate Orders.** The Board shall adopt an order establishing all necessary charges, deposits, connection fees, tap fees, volume rates and other fees and rentals of the District ("Service Rate Order"). may be amended from time to time. The Board shall also adopt an order establishing the ad valorem tax rate for the District ("Tax Rate Order"). The Tax Rate Order shall be adopted annually after notice and hearing as required by law. Copies of the Service Rate Order and the Tax Rate Order may be obtained from the General Manager.

(d) **Tax Assessor and Collector.** The District may contract with a third party, including another political subdivision, for the assessment and collection of Ad Valorem taxes levied pursuant to the Tax Rate Order.

(e) **Annual Report to Comptroller.** The General Manager is authorized to submit to the Comptroller Office of the State of Texas all information required to be provided under Texas Government Code § 403.0241 or any other statute.

Rule 2.05 Management and Administration.

(a) **Board Responsibility; Consultants.** The Board is responsible for management of all affairs of the District. The District shall employ or contract with all Persons deemed necessary by the Board for the conduct of the affairs of the district, including, but not limited to, engineers, attorneys, financial advisors, operators, bookkeepers, tax assessors and collectors, auditors, and administrative staff.

(b) **General Manager.** The Board may contract with or employ a Person to be the General Manager of the District. The Board may delegate to the General Manager authority to manage and operate the affairs of the District, subject to the direction given by the Board through policies and orders adopted by the Board. On an annual basis, the Board shall review the actions and performance of the General Manager. The General Manager, with the approval of the Board, may employ or contract with all Persons necessary for the proper handling of the business of the District.

(c) **Specific Delegation of Authority to General Manager.** The Board delegates to the General Manager, without requirement of further action by the Board, specific authority to perform and manage the following routine functions and affairs of the District: (1) disbursement of payment from the General Manager's account of invoices for expenses, repairs and capital improvements of the District in an amount not to exceed $2,000.00 per invoice; (2) management of the District's website; (3) coordination of responses to requests for public information and posting of meeting notices in accordance with the Texas Open Meetings Act; (4) response to Customer inquiries and disputes and consultation with other District Representatives in handing such matters; (5) performance or coordination of inspections, and issuance and collection of civil penalties and charges, as authorized by these Rules and the Service Rate Order; (6) response to inquiries and requests from governmental authorities, including without limitation the TCEQ and the PUC, implementation of such actions as are necessary and appropriate to ensure compliance with Legal Requirements, and consultation with other District Representatives in handling such matters; and (7) all other matters as set forth in a written contract between the District and the General Manager.

Section 3
Water Supply System, Water Connections and Water Service

Rule 3.01 Adoption of Plumbing Code. The District hereby adopts Chapter 6 of the Uniform Plumbing Code entitled "Water Supply and Distribution" as the District's plumbing code ("District Adopted Plumbing Code"), which shall apply and be enforced within the District's Water Service Area. All Connections to the Water Supply System must comply with the District Adopted Plumbing Code and these Rules.

Rule 3.02 Prohibited Plumbing Materials.

(a) **Prohibited Materials.** The use of the following materials are prohibited for the installation and repair of the Water Supply System and for the installation and repair of any private plumbing facilities: (1) any pipe or pipe fitting which contains more than 8.0% lead; and (2) any solder or flux which contains more than 0.2% lead. This prohibition may be waived by the General Manager for lead joints that are necessary for repairs to cast iron pipe.

(b) **Certificate of Compliance.** No new Connections to the Water Supply System shall be made or permitted unless a plumber licensed by the Texas State Board of Plumbing Examiners first submits in writing to the District a Certificate of Compliance, in the form set forth in **Exhibit A** attached hereto, specifying that the new Connection and any private plumbing facilities associated therewith comply with the plumbing material prohibitions contained in Rule 3.02(a) ("Certificate of Compliance"). The Certificate of Compliance shall be signed by the licensed plumber and submitted to the General Manager prior to initiation of Water Service. The District will not accept any Tap Fee that is not accompanied by a Certificate of Compliance.

Rule 3.03 Prohibited Connections.

(a) **Health Hazards.** Connection of the Water Supply System to any Structure or other establishment 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 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) for Structures or establishments that handle substances deleterious or hazardous to the public health.

(b) **Non-Potable Water Systems.** Connection of the Water Supply System to any condensing, cooling, or industrial process system or any other system for non-potable water usage over which the District does not have sanitary control is prohibited, unless such Connection is made in accordance with the requirements of Rule 3.03(a). Water from such systems shall not be returned to the Water Supply System under any circumstances.

(c) **Overhead Bulk Water Dispensing Stations.** 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.

Rule 3.04 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 Operator reasonably believes to pose a threat to the Water Supply System. Customers that use Water Service for irrigation systems, swimming pools, reflection pools or other similar applications must incorporate a backflow prevention assembly in accordance with the District Adopted Plumbing Code for the particular designated use. For irrigation systems, backflow prevention devices authorized, allowed or approved by the TCEQ shall be used. Backflow prevention assemblies that are installed to provide protection again Health Hazards must be tested and certified to be operating within specifications at least annually by a Recognized Backflow Prevention Assembly Tester, as defined in Rule 3.04(e). Repairs to backflow prevention assemblies shall 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 District Adopted 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 District Adopted 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 Assembly Test and Maintenance Reports.** All backflow prevention assemblies shall be tested upon installation or repair by a Recognized Backflow Prevention Assembly Tester and certified to be operating within specifications ("Backflow Prevention Assembly Test"). A Backflow Prevention Assembly Test and Maintenance Report concerning the results of such test in the form of **Exhibit B** attached hereto ("Backflow Test Report") shall be completed by a Recognized Backflow Prevention Assembly Tester and provided to the Operator prior to providing or resuming continuous 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 Recognized Backflow Prevention Assembly Tester for each assembly tested. At the request of the Customer, the 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 Backflow Report must be submitted to the General Manager for record keeping purposes. The 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) **Recognized Backflow Prevention Device Testers.** Only a Person that has completed a TCEQ course on cross-connection control and backflow prevention and passed an examination administered by the TCEQ or its designated agent (a "Recognized Backflow Prevention Assembly Tester") shall be permitted to perform a Backflow Prevention Assembly Test and complete a Test Report under these Rules. A "General Tester" is qualified to test and repair backflow prevention assemblies on any domestic, commercial, industrial or irrigation Connection. A "Fireline Tester" is qualified to test and repair backflow prevention assemblies on firelines only. The State Fire Marshall's office requires that a person performing maintenance on firelines must be employed by an Approved Fireline Contractor.

(f) **Testing Equipment.** Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Foundation of Cross-Connection Control and Hydraulic Research and/or the AWWA Manual M14. Test gauge serial numbers must be included on the Test Report and Recognized Backflow Prevention Device Testers shall have gauges tested for accuracy.

(g) **Failure to Comply.** A Customer commits a Violation if the Customer fails to obtain a Backflow Prevention Assembly Test or provide a Test Report in accordance with this Rule 3.04.

Rule 3.05 Unacceptable Plumbing Conditions.

(a) **General Requirements.** Any private plumbing facility or condition that is in violation of this Section 3.0, or that is not in compliance with the District Adopted Plumbing Code, shall constitute an unacceptable plumbing condition and a Violation of these Rules. If an unacceptable plumbing condition is discovered, the Customer shall correct the unacceptable plumbing condition within ten (10) business days from the date of discovery to prevent possible damage to the Water Supply System. The existence of a cross connection, Health Hazard or other serious threat to the integrity of the Water Supply 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 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) **Inspections.** The Customer shall allow his or her property to be inspected for possible cross-connections, Health Hazards and other unacceptable plumbing conditions at any time. Such inspections shall 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 exist, or after any major changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.

(c) **Notification and Correction of Unacceptable Plumbing Conditions.** The District shall notify the Customer in writing of any cross-connection, Health Hazard or other unacceptable plumbing condition identified during an initial inspection or a reinspection. The Customer shall correct any unacceptable plumbing condition located on the Customer's property in accordance with Rule 3.05.

Rule 3.06 Water Tap Application and Installation.

(a) **Application for Service; Fees.** An application for Water Service, in the form set forth in **Exhibit C** hereto, must be filed with the General Manager prior to the initiation of 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 Service Rate Order.

(b) **Installation, Maintenance and Repair by Operator.** All Water Taps to the District's Water Supply System shall be made and installed by the Operator or under the direct supervision of the Operator if permitted, without exception. The Operator will be responsible for all maintenance and repairs for all Water Taps.

(c) **Location of Water Taps.** To the extent possible, the 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.

(d) **Connection to Water Service Line.** After installation of the Water Tap by the Operator, and provided that all applicable requirements of these Rules have been satisfied, connection of the Water Tap to the Water Service Line shall be made by the Operator at the expense of the Customer.

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

Rule 3.07 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 Residential Connections and Non-Residential 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.

Rule 3.08 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") shall 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. The District may, with approval of the General Manager, provide temporary Water Service for a period not to exceed twenty (20) days, for the purpose of testing facilities or confirming Service availability.

(b) **Customer Service Inspection Certification.** A certification of the Customer Service Inspection, in the form set forth in **Exhibit D** attached hereto ("Customer Service Inspection Certification"), shall be completed and delivered to the General Manager upon completion of a Customer Service Inspection demonstrating that the Customer's private plumbing facilities meet the certification requirements set forth in Rule 3.08(c). The Customer Service Inspection Certification may only be performed by a Person meeting the qualifications set forth in Rule 3.08(d). Copies of properly completed Customer Service Inspection Certifications shall be kept on file by the 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 that:

(1) No direct Connection between the Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing regulations.

(2) No cross-connection between the Water Supply System and a private water source exists. Where an actual gap is not maintained between the Water Supply System and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.

(3) No Connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the Water Supply System.

(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.

(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.

(6) No new or replacement plumbing fixture is installed which is not in compliance with the District Approved 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-Residential Customers.** For Customer Service Inspections of a Non-Residential Connection performed by the General Manager or a designee of the General Manager, the Customer must pay the District the Customer Service Inspection Fee as set forth in the Service 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 Rule 3.08 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.

Rule 3.09 Customer Service Agreements.

(a) **Customer Service Agreement Required.** The District is responsible for protecting Water Supply System from contamination or pollution which can result from unacceptable plumbing conditions, and has adopted plumbing restrictions to provide protection to the Water Supply System. In acknowledgment of the plumbing restrictions that are in place, each Customer shall be required to sign a written agreement on a form substantially similar to **Exhibit E** attached hereto 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 Supply System.

(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 discontinue 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.

Rule 3.10 Swimming Pool Installation Requirements.

(a) **Pre-Construction Requirements.** The District has approved and adopted an "In-Ground Pool Construction Request" form to be completed 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 shall contact the General Manager or designee and submit any plans, specifications and other items requested by the General Manager in connection with the General Manager's review of the swimming pool project and required inspections. A partially-refundable deposit in the amount set forth in the Service Rate Order shall also be submitted to the General Manager. This deposit will be refunded less inspection fees as required in the Service Rate Order for each inspection required hereunder, and any civil penalties or damages resulting from the swimming pool project. **Access through a District Park or greenbelt for swimming pool construction or installation is strictly prohibited**.

(b) **Basic Design Requirements.** Swimming pools must incorporate a backflow prevention assembly as required in Rule 3.04, and 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 General Manager 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 General Manager 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's 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.

Rule 3.11 Water Conservation and Drought Contingency Plan.

(a) **Compliance Required.** All Customers shall comply with the District's most recently adopted Water Conservation and Drought Contingency Plan, as may be amended from time

to time. The failure to comply with the Water Conservation and Drought Contingency Plan by any Customer 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 General Manager is authorized to enforce the Water Conservation and Drought Contingency Plan, and issue civil penalties authorized thereunder, without Board action. Egregious Violations shall be presented to the Board by the General Manager for action.

(b) **Conservation Landscape Best Management Practices.** The Conservation Landscape Best Management Practices set forth in Appendix D to the Water Conservation and Drought Contingency Plan are hereby incorporated into these Rules for all purposes, and all Customers within the District are required to comply with such Conservation Landscape Best Management Practices at all times. The failure to comply with the Conservation Landscape Best Management Practices by any Customer 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.

(c) **Prohibited Invasive Plants.** The Conservation Landscape Best Management Practices set forth in Appendix D to the Water Conservation and Drought Contingency Plan include a "List of Invasive Plants Not Acceptable for Use." Any plant included on such list is hereinafter referred to as an "Invasive Plant." A Person that pants or introduces an Invasive Plant within the District commits a Violation of these Rules, and shall be subject to the enforcement provisions set forth in the Water Conservation and Drought Contingency Plan. If a Person fails to remove an Invasive Plant located on such Person's property within thirty (30) days of the date of a written request from the District to remove the Invasive Plant, the District may enter such Person's property and remove the Invasive Plant, and such Person shall be responsible to the District for Abatement Costs, in addition to any civil penalties issued pursuant to the WCDCP.

Rule 3.12 Unauthorized Use of Water. A Person commits a Violation if the Person uses water from the Water Supply System without authorization from the District, or for a purpose that does not constitute a beneficial use of water under Section 11.003 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 Supply 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 Aesthetic Water Use, Commercial Water Use, Domestic Water Use, Industrial Water Use, Landscape Irrigation Use, or Livestock Water Use as such terms are defined in 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. In addition to any civil penalty issued by the District, a Person that commits a Violation of this Rule shall be liable to the District for all Restoration Costs and Abatement Costs (as defined in Rule 10.03) associated with such Violation.

Rule 3.13 Customer Leaks. All Customers are responsible for payment of charges imposed for Water Service, even if all or a portion of the water consumed by such Customer as shown on a

monthly billing statement is the result of a leak. In the event that a Customer provides evidence to the General Manager that a malfunctioning plumbing fixture under the control of the Customer has caused a plumbing leak, and if the Customer further provides written evidence to the General Manager that the cause of leak has been promptly repaired, the General Manager is authorized to reduce the charges for Water Services by applying the lowest tiered volume rate in the Service Rate Order to all water consumed during the period of the leak, not to exceed the period of time covered by three (3) billing cycles. The General Manager is further authorized to allow the Customer to pay the balance as so reduced over a period not to exceed three (3) months.

Section 4
Wastewater System, Wastewater Connections and Wastewater Service

Rule 4.01 Prohibited Flow and Waste.

(a) **Wastewater Control Order.** Wastewater, or any other waste, that does not meet the standards and requirements of the District's Wastewater Control Order shall not be discharged into or permitted to enter the Wastewater Collection System. Customers shall at all times comply with the requirements of the Wastewater Control Order. A violation of 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 Collection 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 Collection System. The Customer is to be fully responsible for cleaning and jetting lines of any dirt or debris allowed to enter during service construction.

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

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

Rule 4.02 Wastewater Tap Application and Installation.

(a) **Application for Service; Fees.** An Application for Service, in the form set forth in **Exhibit C** hereto, must be filed with the General Manager prior to construction of any Wastewater Service Line or installation of any Wastewater Tap. At the time an application for Service is filed, 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 Service Rate Order.

(b) **Installation of Wastewater Tap.** All Wastewater Taps to the Wastewater Collection System shall be made and installed by the 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 General Manager. Major damage, as determined within the discretion of the General Manager, will be repaired by the 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.

Rule 4.03 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 and construction must be authorized by the District General Manager. Only one Wastewater Service Line shall be connected to the Wastewater Collection System for each Single Family Residence or other Structure.

(b) **Location.** Any 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 Operator.

(c) **Construction Standards.** All Wastewater Service Lines must be constructed to true alignment, with materials set forth in Rule 4.04, and in accordance with the size and grade requirements set forth in Rule 4.04. 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 Structure without unapproved 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 reinspections) shall be made to the General Manager at least forty-eight (48) hours in advance of the proposed date of inspection. During inspection of the Wastewater Service Line, the District's Operator will examine all District Facilities, including manholes, valves, flush valves, and inlets on and adjacent to the lot. A Wastewater Connection Permit, as defined in Rule 4.08, 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.

Rule 4.04 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) Acryolnitrile-butadiene-styrene (ABS) pipe material conforming to ASTM Specification D2751.

Rule 4.05 Required Size and Grade of Wastewater Service Lines.

(a) The minimum sizes for Wastewater Service Lines shall be as follows:

(1) Residential Connection - - - 4 inches in diameter; and
(2) Non-Residential Connection - - - 6 inches in diameter.

(b) The minimum grades for Wastewater Service Lines shall be as set forth in the District Adopted Plumbing Code.

(c) The maximum grades for Wastewater Service Lines shall be as set forth in the District Adopted Plumbing Code.

Rule 4.06 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 the General Manager, 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-Residential Customers.** Unless otherwise approved by the District Engineer, Non-Residential Customers shall install a sampling well and a grease trap with sampling port, each of which shall be constructed to City of Austin standards.

Rule 4.07 Wastewater Inspection. 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 General Manager prior to initiating or resuming continuous Water Service and Wastewater Service to confirm that proper materials and connections to the Wastewater Collection System have been accomplished in accordance with these Rules ("Wastewater Inspection"). Upon completion of the Wastewater Inspection, the General Manager will complete the Wastewater Service Inspection Form, in the form set forth in **Exhibit F** hereto ("Wastewater Service Inspection Form"), and file it for record with the application for Service.

Rule 4.08 Wastewater Connection Permit. Upon completion of the Wastewater Inspection and confirmation that all requirements of these Rules have been met, the General Manager will issue a wastewater connection permit ("Wastewater Connection Permit"). 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 Service Rate Order prior to or at the time of the reinspection. Wastewater Service will not be initiated or resumed without a Wastewater Connection Permit.

Section 5
Reclaimed Water Service

Rule 5.01 Reclaimed Water Service.

(a) **Application.** Any person requesting Reclaimed Water Service from the District shall submit to the General Manager a written application requesting such Service on a form issued by the General 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 General 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 Service 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 shall also be required to execute a user consent notification to the extent required by 30 TEX. ADMIN. CODE § 210.4 (a "User Consent").

Rule 5.02 Connections to Joint 210 Irrigation System or Reclaimed Water System.

(a) **Plan Approval.** An Applicant for Reclaimed Water Service shall submit to the General 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 "Reuse Irrigation Specifications" set forth in Exhibit P-2 of the District's Joint 210 Irrigation System Plan, together with any other specifications appropriate to the nature of the Applicant's property that the District may reasonably require. The Reuse Irrigation Specifications may be obtained from the District Engineer.

(d) **Installation of Connection.** All Connections to the Joint 210 Irrigation System and the Reclaimed Water System shall be made and installed by the Operator or under the direct supervision of the Operator (if permitted), without exception.

(e) **Inspections.** The District Engineer and General 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 met. 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.

Rule 5.03 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 5.03(a), shall constitute a Violation of these Rules. Upon obtaining knowledge of any Violation of this Section 5.04, the General Manager is authorized to: (1) issue such civil penalties and other charges as are authorized under Section 10.03; (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 6
Park and Facility Rules

Rule 6.01 Park Hours. Unless otherwise approved by the General Manager, District Parks open to the public at dawn and close to the public at dusk; provided, however, that use of the District's trail system for walking, running or bicycling before dawn or after dusk shall be permitted. Loitering, group gatherings, camping and mischievous behavior are specifically prohibited while District Parks are closed to the public. Refusal by any Person to immediately vacate a District Park that is closed to the public constitutes a Violation of these Rules.

Rule 6.02 Park Reservations. The General Manager is authorized, upon consultation with the Parks Committee, to temporarily reserve District Parks and related District Facilities for uses consistent with these Rules for limited periods of time. The General Manager may require the requesting Person to execute a facilities use or rental agreement on a form approved by the Board, pay fees and charges set forth in the Service Rate Order, or impose such other reasonable conditions as are appropriate for the circumstances surrounding the requested use.

Rule 6.03 Prohibited Activities. Any Person that engages in any of the following activities while in a District Park commits a Violation of these Rules:

(a) possession or use of a firearm or other dangerous weapon or device;
(b) possession, distribution, consumption or use of illegal drugs or other controlled substances;
(c) possession, distribution, consumption or use of alcoholic beverages;
(d) disorderly conduct, disruptive behavior, or otherwise offensive acts including without limitation fighting, profane or abusive language, hate speech, public nudity, and public intoxication;
(e) use of any machine or device that results in the emission of sound in excess of 85 decibels when measured at the source;
(f) starting or maintaining a fire, except in fire rings or pits provided by the District for that purpose;
(g) using or igniting fireworks of any kind, or shooting fireworks into a District Park;
(h) causing damage to or removal of any District Park or related District Facilities;
(i) littering or dumping refuse or trash on District Park property (except for the deposit of litter in containers designated for that purpose);
(j) possession or use of any receptacle or container made of glass, excepting only: (1) glass-lined vacuum bottles; (2) commercially produced baby bottles or baby food jars containing products for consumption by a human infant; or (3) medicine bottles containing over the counter medicines or prescribed pharmaceuticals; and
(k) removal, alteration, or defacement of any sign posted or authorized to be posted by the District.

Rule 6.04 Animal Restraint Required at All Times. Any Person bringing an animal into a District Park shall restrain such animal by leash or other suitable and appropriate restraint device. Such Persons shall keep animals under control at all times, and shall promptly collect and properly dispose of excrement and other animal waste. With the exception of service animals, no Person shall bring any animal into a public building or swimming pool area owned by the District.

Rule 6.05 Horses and Livestock Prohibited. Horses and other livestock are not permitted in District Parks without express approval from the District.

Rule 6.06 Dangerous Animals Prohibited. Any Person that brings into a District Park an animal that is undomesticated, wild or otherwise unreasonably dangerous to humans or other animals (a "Dangerous Animal") commits a Violation of these Rules.

Rule 6.07 Motorized Vehicle Use Prohibited. Any Person that uses, parks or operates a motorized vehicle that can be used to transport or draw persons or property across or through land, water or air (a "Motorized Vehicle") in any District Park (other than paved access roads or areas expressly designated as parking areas) commits a Violation of these Rules. Without limiting the generality of the foregoing, the term Motorized Vehicle as used herein expressly includes an automobile, moped, motorcycle, motor scooter, golf cart, tractor, all-terrain vehicle, boat, airplane or glider.

Rule 6.08 Long-Term Parking and Storage Prohibited. Any Person that places, parks, keeps or stores a trailer, motor coach, watercraft, Motorized Vehicle or other large object on any District Park property for a period of time in excess of twelve (12) hours commits a Violation of these Rules.

Rule 6.09 Trail Closures. The General Manager may close a trail or any portion thereof within the District from time to time for purposes of maintenance, repair or improvement of such trail. The entry upon or use of a trail while closed is a Violation.

Rule 6.10 Traffic Regulation. The District is not responsible for vehicular or pedestrian traffic, or enforcement of any traffic or transportation regulations, on paved streets or roads adjacent to or near District Parks.

Rule 6.11 Variance to Park Rules. The General Manager is authorized, upon consultation with the Parks Committee, to grant one or more Variances to these Park Rules. The General Manager may require the requesting Person to execute a facilities use or rental agreement on a form approved by the Board, pay fees and charges set forth in the Service Rate Order, or impose such other reasonable conditions as are appropriate for the circumstances surrounding a requested Variance.

Rule 6.12 Use of Belterra Centre. Any policy duly by the District governing use of the Belterra Centre, as amended from time to time ("Belterra Center Use Policy"), shall be automatically incorporated into these Rules for all purposes. A copy of any such policy may be obtained from the General Manager.

Section 7
Protection and Maintenance of District Property

Rule 7.01 Protection of District Property and District Facilities.

(a) **Unauthorized Access Prohibited.** A Person commits a Violation if the Person enters upon any real property owned, controlled or operated by the District or enters into any District Facility, other than a District Park during hours open to the public, without express authorization from the District. In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs (as defined in Rule 10.03) to a Person that commits a Violation of this Rule. A Violation of this Rule may also be reported to applicable authorities for prosecution pursuant to Texas Penal Code § 30.05 (Criminal Trespass).

(b) **Access to Facility Sites.** With the exception of District Representatives, employees and contractors of the General Manager, and Directors, no Person shall be permitted to access, inspect or tour the site of any District Facility, including without limitation the Wastewater Plant, absent the approval of the Board. The Board shall consider the following factors in granting or denying approval: (1) security and safety risks associated with requested access; (2) purpose or necessity of requested access; (3) expenses associated with requested access; and (4) whether the Person requesting access has interests adverse to the District. Notwithstanding the foregoing, the Board's Customer Care Committee is authorized to approve requests for educational tours for school groups, contractor inspections, individual tours for Directors and Directors of HCWCID2, and individual tours for residents who have declared in writing an interest in running for the Board of the District or HCWCID2; provided, however, that in all such cases, a District Representative must be present. All Persons approved for access to a Facility will be required to execute a release and waiver of liability prepared by the District's counsel.

(c) **Use of Heavy Equipment on District Property Prohibited.** Absent the prior approval of the Board or the General Manager, a Person may not use, operate or park a tractor-trailer, excavator, bulldozer, dump truck, crane truck, or any other heavy equipment (collectively, "Heavy Equipment") on: (1) any real property owned, controlled or operated by the District; (2) or any real property encumbered by an easement granted to the District for installation, operation or maintenance of a District Facility. In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs to a Person that commits a Violation of this Rule.

(d) **Damage, Modification or Removal of District Property Prohibited.** Absent prior approval by the Board or the General Manager, a Person commits a Violation if the Person damages, modifies or removes any District Facilities or any other property owned, controlled or operated by the District, including without limitation, real property, improvements, fixtures, equipment, and materials located on or beneath District property. In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs to a Person that commits a Violation of this Rule.

(e) **Use of Motorized Vehicles on District Property Prohibited.** Absent the prior written approval of the Board or the General Manager, and except as otherwise permitted by Texas Water Code § 49.217, a Person may not use, operate or park a Motorized Vehicle (as defined in Section 6) on: (1) on real property upon or under which a District Facility is located; or (2) a District Park, including a trail that is owned or maintained by the District. This Rule shall not apply to paved access roads or areas expressly designated as parking areas.

(f) **Wells and Septic Tanks Prohibited.** Absent prior written approval by the Board, the construction of water wells and the installation of private on-site wastewater holding and treatment facilities (including septic tanks) on land within the District is prohibited. If granted by the Board, the written approval will state the purpose for the construction of the water well or wastewater treatment facility and the intended use thereof.

(g) **Blasting, Burning and Fireworks Prohibited.** Absent the prior written approval of the Board or the General Manager, blasting, large-scale burning, welding, and any other activities involving the ignition of explosive or combustible materials within the District are strictly prohibited. Use or ignition of fireworks of any kind on District property, and shooting fireworks onto District property, are also prohibited. In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs to a Person that commits a Violation of this Rule.

(h) **Removal of Trees and Vegetation Prohibited.** Absent the prior written approval of the Board or the General Manager, the clearing, cutting, extraction or removal of trees or other vegetation located on real property owned, leased or operated by the District is strictly prohibited. Without limiting the generality of the foregoing, this Rule 7.01(g) applies to: (1) all District Parks; and (2) all open space areas owned or maintained by the District that are adjacent to the real property of any Customer. In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs to a Person that commits a Violation of this Rule.

(i) **Dumping Prohibited.** Absent the prior written approval of the Board or the General Manager, the disposal of trash, Construction Debris, lawn trimmings or other refuse on real property owned, leased or operated by the District is strictly prohibited. Without limiting the generality of the foregoing, this Rule 7.01(h) applies to: (1) all District Parks; and (2) all open space areas owned or maintained by the District that are adjacent to the real property of any Customer. In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs to a Person that commits a Violation of this Rule.

(j) **Enforcement of Real Property Restrictions.** The District may enforce real property restrictions recorded against property within the boundaries of the District, including the Declaration of Covenants, Conditions, and Restrictions of Belterra Community Association, Inc. as adopted May 1, 2003, and any amendments thereto, when in the

reasonable judgment of the Board, enforcement of the restrictions is necessary to sustain taxable property values in the District. In addition to damages, the District is entitled to recover its costs and reasonable attorney's fees if it is the prevailing party in litigation or an administrative proceeding to enforce a real property restriction.

Rule 7.02 Protection of District Systems; Access by District.

(a) **Damage to Systems in General; Repair by District.** A Person commits a Violation if the Person damages, destroys or defaces a District System or any facilities that are part of a District System. Damage to a District System that is caused by a Customer, including damage caused by plumbers or other Contractors working on behalf of a Customer, will be repaired by the District at the Customer's expense. In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs to a Person that commits a Violation of this Rule.

(b) **Tampering with District Systems.** Unless authorized in advance and in writing by the General Manager, a Person commits a Violation if the Person intentionally or knowingly tampers with any facilities that are part of a District System. Without limiting the generality of the foregoing, the following activities are expressly prohibited hereunder: (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). In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs to a Person that commits a Violation of this Rule. Notwithstanding the foregoing, this Rule 7.02(b) shall not be construed to prevent duly authorized members of the local fire department from exercising their rights to use flushing valves within the Water Supply System for fire protection purposes.

(c) **Obstruction or Contamination of District Systems.** A Person commits a Violation if the Person deposits, injects, throws, drains, or otherwise causes to be discharged into any sewer, manhole, catch basin, flush tank, or other facility that is a part of the District's Water Supply System or Wastewater Collection System any debris or foreign substance that would interfere with the proper and routine functioning of such System. In the event that an inspection by the District's Engineer or Operator reveals damage or foreseeable damage to the District's Water Supply System or Wastewater Collection System resulting from a Customer's actions in violation of the Rule, the District reserves the right to remove any obstructions or take any necessary preventative or restorative actions immediately and without notice. In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs to a Person that commits a Violation of this Rule.

(d) **Unauthorized Use of Service.** A Person commits a Violation if the Person intentionally or knowingly uses or obtains any Service from the District without payment required under

the Service Rate Order through deception, fraud, refusal to make payment, physical modification or manipulation of any District Facilities, or otherwise, or uses Service in a manner prohibited by law or these Rules. Without limiting the generality of the foregoing, the following activities are expressly prohibited by this Rule 7.02(d): (1) connection of any Single Family Residence or other Structure to the Water Supply System without a Water Meter; (2) the installation or operation of a straight line connection from a District System to a Structure without a Water Meter; and (3) unmetered withdrawal of water from the Water Supply System by any Person, other than the General Manager, District Engineer or authorized members of the local fire department; and (4) Unauthorized Use of Water as defined in Rule 3.12. A Violation of this Rule that also constitute theft of services pursuant to Texas Penal Code § 31.04 may be reported to applicable authorities for prosecution.

(e) **All Connections Installed by Operator.** Absent the prior written approval of a District Representative, all Connections, including all Water Taps and Wastewater Taps, shall be made and installed by the Operator. Any Connection installed in violation of this Rule 7.03(a) shall be subject to immediate disconnection or removal, in the discretion of the General Manager. Any failure to comply with this Rule 7.03(a) shall constitute a Violation and shall be subject to an immediate civil penalty in the amount of $2,500.00. In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs to a Person that commits a Violation of this Rule.

(f) **Access to Customer Premises.** 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 and any area necessary for such installation, operation, maintenance and repair activities as are reasonably necessary. The Customer is also deemed to grant to the District and applicable District Representatives permission to access the Applicant's property, including the exterior of the Applicant's premises, for the purpose of performing and completing the Customer Service Inspection Certification and other inspections necessary to confirm compliance with these Rules, the Service Rate Order and other orders of the District.

(g) 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 General Manager, if the work area is obstructed by Construction Debris (as defined in Section 8) 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. Failure to keep such facilities and District easements and property under the Customer's control free from obstructions may result the imposition of charges sufficient to cover Restoration Costs and Abatement Costs incurred by the District in removing said obstructions.

Section 8
Development and Construction within the District

Rule 8.01 Platting Requirement. Connection to the District's Water Supply System or Wastewater Collection System is prohibited unless the tract, parcel, or Structure 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 Supply System or Wastewater Collection System prior to September 1, 1987.

Rule 8.02 General Development Requirements.

(a) **Compliance with Legal Requirements and Permits.** Any project involving the development or construction of a Structure, a phase or section of a subdivision, or an improvement to be connected to a District System (a "Project"), or any other development and construction activities 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.

(b) **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 General Manager, provide temporary Water Service for a period not to exceed twenty (20) days, for the purpose of testing facilities or confirming Service availability.

(c) **Water Quality Requirements.** All Projects and development activities 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 determine whether a particular Project meets the requirements of this Rule. Compliance with this Rule is a condition of Water Service to any Project or Connection. The General Manager is authorized to suspend, disconnect or refuse to initiate

Water Service until the requirements of this Rule are fulfilled to the satisfaction of the District Engineer.

(d) **Service Capacity Limitations.** The Water Service capacity and Wastewater Service capacity of the District are limited by applicable contractual commitments and permits. Any Developer that does not hold an existing commitment for Service from the District must consult with the District Engineer to confirm Service capacity availability prior to commencement of a Project. In the event that the District's available Water Service capacity or Wastewater Service capacity is insufficient to provide Service to the intended Project, the District will undertake reasonable efforts to obtain additional Service capacity upon execution by the Developer of a written agreement to reimburse the District for all costs (including the fees of District Representatives) incurred in obtaining such additional Service capacity.

(e) **Notification Prior to Commencement of Project.** Before making any improvement or commencing any construction on property within the District, the General 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 General Manager must complete an inspection to verify 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.

Rule 8.03 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 construction activities within the following areas: (1) buffer zone areas required pursuant to the Optional Enhanced Measures or the Compliance Strategy as defined in Rule 8.02(c); (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 property of 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. In cases in which material alteration of streets or roads is proposed in connection with the installation of a line or Connection, the Person proposing the material alteration shall consult with the District Engineer and consider the recommendations of the District Engineer, if any, prior to obtaining the written approval required hereunder, which may be granted only if no reasonable alternatives for installation

of the Connection are identified. Consultation with Hays County for approval may also be required.

Rule 8.04 Review of Plans.

(a) **Plan Review Process.** If any Legal Requirement or Rule herein requires approval of engineering plans, construction specifications and other design documents ("Plans") by the District Engineer, the General Manager, the Operator or the Board, such Plans shall be submitted to the District Engineer for review a minimum of forth-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 encouraged to meet with the District Engineer as early as possible prior to submission of Plans to review concept plans and general project requirements in order to minimize the possibility of delay.

(b) **Plan Review Costs.** The costs of review and approval of any Plans ("Plan Review Costs") shall be paid by the Applicant in accordance with the Service Rate Order. The Applicant shall be required to maintain a deposit in connection with review and approval of Plans as required by the Service Rate Order ("Review and Inspection Deposit"). If the Plan Review Costs are not timely paid, or the Review and Inspection Deposit is not adequately funded, the District Engineer shall be under no obligation to commence or continue review of the Plans. The Review and Inspection Deposit may be applied to pay Plan Review Costs, Inspection Costs, Civil Penalties, Abatement Costs and Restoration Costs, 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.

Rule 8.05 Construction Inspections.

(a) **Inspections and Monitoring.** The District Engineer, the General Manager and the 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 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.

(b) **Inspection Costs.** If any Legal Requirement or Rule herein requires inspection or monitoring of a Project or facilities being constructed incident to such Project, the Developer or Builder shall pay the costs of such inspections or monitoring by the applicable District Representative and all actions of such District Representative related thereto in

accordance with Legal Requirements ("Inspection Costs") in accordance with the Service Rate Order. The Review and Inspection Deposit shall be funded and maintained for payment of Inspection Costs in accordance with the Service Rate Order. If the Inspection Costs are not timely paid, or the Review and Inspection Deposit is not adequately funded, the General Manager is authorized to refuse or disconnect Water Service to the Project or any Structures that comprise the Project, or lock any Water Meters that have been installed in order to provide Water Service to the Project, until such time as compliance is achieved.

Rule 8.06 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 or construction activities 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 General 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 Rule 8.06. In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue an invoice for Restoration Costs incurred by the District in such repair or replacement.

(f) **Responsibility for Failure to Comply.** Any Developer or Builder that fails to implement or maintain sediment and erosion controls in accordance with this Rule 8.06 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 Rule 8.06.

(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.

Rule 8.07. Additional Requirements for Single Family Residential Projects. Any Project involving the construction of a Single Family Residence shall comply with the requirements set forth in this Rule 8.07.

(a) **Erosion and Sedimentation Controls.** For avoidance of doubt, construction of each individual Single Family Residence is required to comply with Rule 8.06 regarding erosion and sediment control.

(b) **Inspections**. The General Manager shall 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 disconnect Water Service to the Single Family Residence, or lock any Water Meters that have been installed in order to provide Water Service thereto, 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 Service Rate Order ("Builder Deposit"). If a Builder fails to fund and maintain a Builder Deposit as required by the Service Rate Order, the General Manager may suspend issuance of Water Taps for other Lots owned by Builder or may lock Water Meters for Single Family Residences owned by the Builder. Builder Deposits may be applied to pay Inspection Costs, Civil Penalties, Abatement Costs and Restoration Costs, 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.

(e) **Quarterly Meetings.** The General Manager and District Engineer will be available for quarterly meetings with all Builders. All Builders are encouraged to attend, but failure to attend will not constitute a Violation of these Rules.

Rule 8.08. Additional Requirements for Non-Residential Projects. Any Project that includes a Non-Residential Connection shall comply with the requirements set forth in this Rule 8.08.

(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 General Manager and the Board prior to commencement of construction the Project. Upon review and approval of the Plans by the District Engineer and the General Manager, the Plans shall be submitted to the Board for approval. Non-Residential Connections to the District's Water Supply System or the Wastewater Collection System are prohibited until such Plans are approved.

(b) **Inspections.** Projects including Non-Residential 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. The District Engineer shall provide a written estimate of Inspection Costs to the Board for approval at the Board meeting at which the applicable Plans and Service Connection Locations are approved under Rule 8.04(a)(1), or the Board meeting immediately thereafter. During the progress of the construction work, the 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 City of Dripping Springs in cases where jurisdictions overlap. Inspection Costs shall be paid in accordance with Rule 8.05(b).

(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 disconnect Water Service to any Structures or other aspects of the Project, or lock any Water Meters that have been installed in order to provide Water Service to the Project, until compliance with such approved Plans is achieved.

Rule 8.09. Additional Requirements for Joint 210 Irrigation System Expansion Projects. All Joint 210 Irrigation System Expansion Projects, or any other activities that may impact or affect the Joint 210 Irrigation System in any manner, shall comply in all respects with the Joint 210 Irrigation System Plan as adopted by the District and HCWCID2. 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.

Rule 8.10. Additional Requirements for Reimbursable Improvement Projects. Subject to any changes in Legal Requirements, the District will administer in accordance with this Rule 8.10 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 General Manager and the Board prior to bidding. Upon review and approval of the Plans by the District Engineer and the General Manager, the Plans shall be submitted to the Board for approval. All Plans will be reviewed by the District Engineer in accordance with Rule 8.04. Connections to the District's Water Supply System or the Wastewater Collection System are prohibited until such Plans are approved.

(b) **Submission of Bid Documents.** 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.

(c) **Public Bid Requirements.** Contracts for the construction of Projects that are expected to cost more than $75,000.00 shall be advertised for sealed bids in accordance with Texas Water Code §49.273, with notice published in one or more newspapers circulated in Hays County. Such notice shall be published once a week for two consecutive weeks before the date that bids are opened, with the first publication occurring at least twenty-one (21) days prior to opening of the bids. Contracts for the construction of Projects that are expected to cost less than $75,000.00 but more than $25,000.00 require the solicitation of written competitive bids from at least three (3) bidders in accordance with Texas Water Code §49.273. Contracts for the construction of Projects that are expected to cost less than $25,000.00 do not require advertisement or written bids. All Bid Documents, Plans and other information needed to bid on the Project must be available at the time of the first advertisement, and any changes thereafter shall be reflected in a written bid addendum circulated to all interested Persons. To the extent practicable, bids should include unit costs for the various elements of the Project, which shall be valid for the duration of the contract.

(d) **Approval of Contract Award.** After receipt and opening of all bids, a tabulation of bids and recommendation of award shall be provided to the District Engineer and Board. With respect to any Project, the Board reserves the right to reject all bids and require re-bidding, waive minor defects or irregularities in bids submitted or bidding process (except time of submitting a bid), and approve the award of the contract. The Board will approve award of the contract to a responsible Person that has submitted a bid that, in the Board's judgment, will be most advantageous to the District and result in the best and most economical completion of the Reimbursable Improvements. Prior to approval of the contract, the contracting party must complete and submit Texas Election Commission Form 1295 in accordance with Texas Government Code § 2252.908.

(e) **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 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.

(f) **Change Orders.** All change orders, changes in the scope of work, amendments or modifications to any contract for the construction of Reimbursable Improvements are subject to approval by the Board, which shall determine whether the proposed change is necessary or beneficial to the District. If available, unit prices contained in the original Project bid shall be used to determine the amount of any proposed change order. The aggregate of the change orders for a Project may not increase the original contract price by more than twenty-five percent (25%). Additional change orders may be issued only as a result of unanticipated conditions encountered during construction, repair, renovation or changes in regulatory criteria or to facilitate project coordination with other political entities.

(g) **Approval of Pay Estimates.** Pay estimates for construction of Reimbursable Improvements are subject to Board approval, and the District may require withholding of retainage, in accordance with Texas Water Code § 49.276. Any Developer of such a Project will make monthly reports to the District on the amounts paid to Contractors, and maintain accounts in a manner that separately reflects any payments that are subject to any Developer contribution required by applicable law and any payments that are not subject to such a requirement. To the extent that lien releases provided by a Contractor for such a Project are conditioned upon receipt of payment, the District's approval of final payment for the Project may be conditioned upon receipt of an unconditional final lien release.

(h) **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 Rule 8.10 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. The 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 submit to the Board reports addressing the status of the Project and compliance with the contract.

(i) **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 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 beeding 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.

(j) **Substantial Completion.** At such time as the Project (or as permitted by the Board, a portion thereof) has been completed in substantial conformance with the Plans, and all Reimbursable Improvements are capable of ordinary use, operation or occupation in accordance with their intended purposes ("Substantial Completion"), the engineer for the Developer shall certify in a letter to the District Engineer that the Project is substantially complete. Upon receipt of such certification of Substantial Completion, the District Engineer shall make an inspection of the Project to confirm the Project is substantially complete. If the District Engineer does not concur with the certification by the Developer's engineer that the Project is substantially complete, the District Engineer shall prepare and transmit to the Developer a list of items to be addressed or remedied. If the District Engineer concurs with the certification that the Project is substantially complete, the District Engineer shall issue a concurrence letter to the Board. The District Engineer shall also prepare and transmit to the Developer a list of construction items to be addressed or remedied before the project can be declared finally complete ("Punch-List"). At any time after such concurrence, the District may accept the Reimbursable Improvements for operation and maintenance. Pending such acceptance, the District may, with approval of the General Manager, provide temporary Water Service for a period not to exceed twenty (20) days, for the purpose of testing facilities or confirming Service availability.

(k) **Final Completion.** At such time as all items on the Punch-List have been addressed to the satisfaction of the District Engineer, and the Project has been completed in its entirety in accordance the Plans and applicable contracts ("Final Completion"), the engineer for the Developer shall certify in a letter to the District Engineer that the Project has been so completed. Upon receipt of such certification of Final Completion, the District Engineer shall make an inspection of the Project to confirm Final Completion. If the District Engineer does not concur with the certification by the Developer's engineer that the Project is complete, the District Engineer shall prepare and transmit to the Developer a letter identifying the Punch-List items or other requirements to be addressed. If the District Engineer concurs with the certification that the Project is finally complete, the District Engineer shall issue a concurrence letter to the Board. 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.

(l) **Certification by District Engineer.** Upon Final Completion of the Project, the District Engineer shall 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.

Section 9
Variances

Rule 9.01 Variances. The Board may grant a variance to any of the Rules set forth herein suspending application of a Rule 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.

Rule 9.02 Variance Procedure.

(a) **Application for Variance.** Any Person requesting a Variance shall contact the appropriate District Representative to address the Variance to be requested. A written request shall be submitted by the Applicant for a Variance to such District Representative not later than seven (7) days prior to the Board meeting at which the Variance is to be addressed by the Board. The request for Variance shall set forth with specificity the Variance sought and any information or rationale that the Applicant contends supports granting of the Variance.

(b) **Hearing on Application for Variance.** The Board shall hear the application for Variance in accordance with Rule 2.02(i) at a Board meeting that is more than seven (7) 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, partially deny, or continue the hearing on a request for Variance. The Board shall issue a written resolution memorializing its action on the application for Variance, a copy of which shall be delivered to the Applicant.

Rule 9.03 Effect of Variance. A Variance granted pursuant to this Rule 9.2 shall serve only to excuse failure to comply with the Rule to which the Variance applies, 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 order. A Variance granted pursuant to Rule 9.2 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.

Section 10
Violations and Enforcement of District Rules

Rule 10.01 Violations. Any Person that violates 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").

Rule 10.02 Enforcement Procedure.

(a) **Notice of Violation.** The General Manager shall send written notice of a Violation to any Customer or other Person that commits a Violation. Notwithstanding the foregoing, the General Manager or other District Representative may elect to provide notice of a violation verbally if: (1) such Violation is observed during an Erosion Control Inspection or any other inspection; (2) such Violation is a violation of Section 6 (Park Rules); or (3) such Violation is a violation of Rule 7.01 (Unauthorized Access). Any notice of Violation, whether issued in writing or verbally, shall be referred to herein as a "Notice of Violation". No Board action shall be required prior to the issuance of a Notice of Violation by the General Manager.

(b) **Contents of Written Notice of Violation.** A written Notice of Violation shall set forth following: (1) a description of the Violation and identification of the Rule that has been violated; (2) the date the Violation occurred or was observed; (3) that the Violation may be contested at the next regular Board meeting; (4) the name and contact information of the District Representative that may be contacted to discuss the Notice of Violation; and (5) the date the Violation must be abated or cured in order to avoid further District action, if applicable. A written Notice of Violation may include notice of multiple violations committed by the same Person. A written Notice of Violation may be issued by certified mail, hand delivery, or electronic mail.

(c) **Compliance Inspection.** If applicable, the General Manager shall inspect the Violations cited in a Notice of Violation not later than five business (5) days after the date of issuance by the General Manager of the Notice of Violation to determine whether the Violation has been cured or abated ("Compliance Inspection"). If the Violation has not been cured or abated, or the Violation has reoccurred, the failure to cure or abate such Violation shall constitute an additional Violation and the General Manager shall issue an additional Notice of Violation. The General Manager shall continue to conduct Compliance Inspections until the Violation has been cured or abated to the General Manager's satisfaction, and is no longer reoccurring. To the extent that a Violation is incapable of cure or abatement within five (5) days, notwithstanding reasonable and diligent efforts, the General Manager may negotiate and present to the Board for approval a compliance agreement providing for the cure or abatement of the Violation.

(d) **Opportunity to Address Board.** Any Customer or other Person that has received a Notice of Violation will have the right to contest the Violation or any action of the District in connection therewith at a regular Board meeting. The General Manager or other applicable District Representative will have the opportunity to discuss and present evidence of the

Violation at the meeting, and the Person contesting the Violation will have the opportunity to respond and present evidence to the Board at such meeting, which shall be conducted in accordance with Rule 2.02(i). If the Person accused of the Violation does not appear to be heard on the Violation, the right to contest the Violation will be deemed waived.

(e) **Evidence of Violation.** Any evidence of a Violation, including without limitation photographs, reports, witness statements, affidavits and other records obtained or prepared by the General Manager will be made available to a Person accused of a Violation upon written request.

Rule 10.03 Penalties and Remedies.

(a) **Civil Penalties.** The General Manager is authorized by the Board to impose civil penalties in accordance with the schedule of civil penalties adopted pursuant to Rule 10.04(b) and set forth in **Appendix 2** ("Penalty Schedule"), for any Violation. No Board action is required prior to the imposition of a civil penalty by the General Manager, provided that the amount of the civil penalty is supported by the Penalty Schedule or expressly set forth in another Rule. In the event that a Person commits a Violation for which no civil penalty has been authorized in the Penalty Schedule or otherwise expressly set forth in another Rule, the General Manager shall present the Violation to the Board with a recommended civil penalty. The civil penalty for any individual Violation shall not exceed the jurisdiction of a justice court as provided by Texas Government Code § 27.031. A civil penalty issued hereunder may be enforced by complaint 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. In addition to the imposition of a civil penalty by the General Manager, the Board may exercise its rights to pursue any other enforcement remedies set forth in this Rule 10.03, or otherwise available at law or in equity.

(b) **Recovery of Costs and Damages.** In addition to any civil penalty or other remedy imposed hereunder, 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, including any Abatement Costs as defined in Rule 10.03(c), together with all costs necessary to restore any District Facilities or other property of the District damaged as a result of such Violation to their respective conditions prior to the Violation (collectively, "Restoration Costs"). Restoration Costs may be invoiced separately, or invoiced on an applicable Penalty Invoice, and in either case shall be payable in accordance with the payment provisions related to Penalty Invoices as set forth in Rule 10.04. The General Manager is authorized to issue invoices for Restoration Costs without the further approval of the Board if expressly authorized by these Rules.

(c) **Abatement of Violation by District.** The General Manager shall have the authority to take such actions as are reasonable and necessary to cure or abate a Violation if: (1) expressly authorized by these Rules; or (2) a Customer fails to cure or abate a Violation within the time permitted after the issuance of a second Notice of Violation. In either case, the Person that committed the Violation shall be responsible and liable for the costs incurred by the

District in the cure or abatement of the Violation, including without limitation, administrative, legal, engineering, laboratory, materials, construction, repair, replacement, and maintenance costs, plus a fifteen percent (15%) administrative fee (collectively "Abatement Costs"). Abatement Costs may be invoiced separately, or invoiced with an applicable Penalty Invoice, and in either case shall be payable in accordance with the payment provisions related to Penalty Invoices as set forth in Rule 10.03.

(d) **Suspension of Connections.** If a Developer, Builder or Contractor commits a Violation that remains uncured or unabated to the satisfaction of the General Manager after two (2) Compliance Inspections, fails to pay a civil penalty in accordance with Rule 10.03, fails to pay any amount due to the District hereunder or pursuant to the Service Rate Order, or causes or contributes to any damage to a District Facility, then the General Manager is authorized to: (1) suspend any application for Service by such Developer, Builder or Contractor; and (2) suspend or refuse installation of Water Taps for new Connections to any Structure or Project of such Developer, Builder or Contractor. The General Manager must provide written notice of any such suspension prior to the date the suspension will become effective ("Notice of Suspension"). A suspension hereunder shall apply regardless of whether the Developer, Builder or Contractor has made applicable payments under the Service Rate Order for Service or Connections, and shall remain in effect until such time as the applicable Violation is cured or abated to the satisfaction of the General Manager, or payment of the applicable civil penalties or other charges have been received, whichever is later.

(e) **Disconnection of Service.** The General Manager, in accordance with the Service Rate Order, is authorized to discontinue, refuse, suspend or disconnect Service to any Customer that fails to make payment of a charge, fee, rental, or deposit due under the Service Rate Order, these Rules or Legal Requirements. In addition, the Board may authorize the General Manager to discontinue, refuse, suspend or disconnect Water Service to any Customer that commits a Violation of Rule 8.02(c), 8.05, 8.07(c), 8.08(c), any Rule set forth in Section 3, or failure to comply with any agreement between the District and the Customer. A Customer will be notified of Service disconnection by letter in accordance with the Service Rate Order. Notwithstanding anything in this Rule 10.03(e), the General Manager is authorized to discontinue, refuse, suspend or disconnect Water Service *without Board action or notice to the Customer* in the event of a Violation of Rule 3.02, 3.03, 3.04, 3.05, 3.08, 3.12, 4.01 or 7.02. Reconnection of Services will be administered in accordance with the Service Rate Order.

(f) **Stop Work Order.** If any Violation threatens or jeopardizes public health and safety within the District, including without limitation a Violation of Rule 7.02, the General Manager is authorized to issue written notice requiring the Person that committed such Violation to immediately cease any and all development, construction and installation activity that threatens or jeopardizes public health and safety ("Stop Work Order"). The Stop Work Order shall be effective immediately upon issuance until the Violation has been cured or abated to the satisfaction of the General Manager. The Board shall hold a special meeting as soon as reasonably practicable to address the Violation giving rise to the Stop Work Order. Any Developer, Builder, Contractor, Customer, or other Person that fails to

comply with a Stop Work Order commits a Violation by such failure to comply, which shall be subject to a civil penalty of $1,000 per day.

(g) **Civil Action to Enforce Rules.** 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. Under Texas Water Code §§ 51.128 and 54.206, the District's Rules are recognized by the courts in the same manner as penal ordinances of a city, which may be enforced by a civil action under Texas Local Government Code § 54.012. 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.

(h) **Criminal Prosecution.** 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. Any Violation may be reported to local authorities and/or prosecutors. Persons prosecuted for violation of these Rules and Regulations shall also be subject to any additional federal, state, and local criminal and penal provisions.

(i) **Report to Regulatory Authorities.** The District may report a violation of any Legal Requirement to appropriate governmental authorities, including without limitation the the United States Fish and Wildlife Service, TCEQ, the PUC, the City of Dripping Springs and Hays County.

(j) **Peace Officers.** The District may contract for or employ its own peace officers with power to make arrests when necessary to prevent or abate the commission of offenses of these Rules of the District, damage to property owned, controlled or operated by the District, and any offenses against the laws of the State.

(k) **Remedies Cumulative.** All penalties accruing under this Rule 10.03 are cumulative and a suit for the recovery of any penalty does not bar or affect the recovery of any other penalty or remedy, or bar any criminal prosecution, against any Customer or other Person.

Rule 10.04 Administration of Civil Penalties.

(a) **Penalty Invoice.** For any civil penalties imposed under these Rules, the General Manager shall issue a written notice or invoice generally referencing the Violation, the amount of the civil penalty, and the balance of any previously unpaid civil penalties and other charges ("Penalty Invoice"). Applicable Restoration Costs and Abatement Costs may be included on a Penalty Invoice, or may be invoiced separately. A Penalty Invoice may be issued by certified mail, hand delivery, or electronic mail.

(b) **Schedule of Civil Penalties.** In adopting these Rules, the District hereby adopts the schedule of civil penalties set forth in **Appendix 2**. The Board may, from time to time, adopt a restated or amended schedule of civil penalties without necessity of amending these Rules.

(c) **Payment of Civil Penalty.** Payment of a civil penalty issued under these rules shall be due on the date that is thirty (30) days after the date a Penalty Invoice is issued, as reflected on the Penalty Invoice. The General Manager is authorized to grant extensions of the deadline for payment for good cause. Payment shall be made in United States Dollars, in good and sufficient funds. In the event that a Person requests a hearing on the Violation in accordance with Rule 10.02(d), the Person shall nonetheless pay the civil penalty within the time proscribed by this Rule 10.04(c). The amount of the civil penalty that is waived or reduced by the Board, if any, at the hearing shall be returned to the Person within ten (10) days of the conclusion of the hearing.

(d) **Failure to Pay Civil Penalty.** Any Person that fails to pay a civil penalty imposed hereunder in accordance with the provisions of this Rule 10.04 shall be subject to the following, as applicable: (1) any remedy available to the District under Rule 10.03, *including without limitation disconnection, suspension or refusal of the Service to which the Violation relates*; and (2) a civil action brought pursuant to Texas Water Code § 49.004.

APPENDIX 1
Defined Terms and Phrases

"Applicant" means a Person requesting any Service or approval from the District.

"Board" means the Board of Directors of the District.

"Builder" means a Person that constructs, or enters into a contract to construct, one or more Single Family Residences within the District.

"Committee" means a Committee of the Board appointed in accordance with these Rules.

"Connection" means a connection to the District's Water System, Wastewater System, or Reclaimed Water system, as applicable, in order to obtain Water Service, Wastewater Service, or Reclaimed Water Service, respectively, from the District..

"Contractor" means a Person that performs site development work, installs or constructs infrastructure or utilities, or constructs a Structure or portion thereof, on behalf of a Developer, Builder or other Customer, or any other Person performing any construction activities or trade services (including plumbers, electricians, carpenters and other tradesmen) within the political boundaries of the District.

"Customer" means any Person provided with any Service by the District. Without limiting the generality of the foregoing, the term "Customer" as used herein may include residents of the District, Builders, Contractors, Developers, and other political subdivisions. A Person residing in a duplex, apartment, condominium or other multifamily residential Structure shall not be considered a "Customer" of the District for purposes of these Rules unless such resident's Dwelling Unit constitutes an Individually Metered Dwelling Unit. HCWCID2 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 HCWCID2.

"Developer" means a Person who owns a tract of land within the District and who has divided or proposes to divide the tract into two or more parts to lay out a subdivision of the tract, including an addition to a municipality, or to lay out suburban, building, or other lots, and to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

"Director" means a Person appointed or elected to the Board of Directors.

"District" means Hays County Water Control & 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.

"District Engineer" or "Engineer" means a Person that has entered into a contract with the District to design District facilities, review plans on behalf of the District, perform engineering inspections on behalf of the District, and perform any additional services as set forth in an applicable contract with the District.

"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.

"District Park" or "Park" means parks, landscaping, parkways, greenbelts, sidewalks, trails, public right-of-way beautification projects, recreational equipment and facilities, and open space that is located within the political boundaries of the District and operated, leased, operated or maintained by the District. The term includes associated street and security lighting.

"District Representative" means a representative, agent or employee of the District acting pursuant to the direction of the Board or the General Manager.

"District Systems" means the Water Supply System, Wastewater System, Reclaimed Water System, and all water quality, drainage and stormwater detention facilities of the District.

"Dwelling Unit" means a residential unit consisting of one or more rooms within a Structure suitable for use as a permanent residence. The definition of "Dwelling Unit" includes the definition of a "Dwelling" under Texas Property Code § 92.001.

"Final Inspection" means complete inspection by a District Representative of an entire lot or construction site before the Builder or Developer concludes construction or development activities.

"General Manager" means the Person that is: (1) identified as the "Project Manager" the District's contract with the Operator; or (2) an employee of the District designated by the Board as the General Manager. The term "General Manager" includes any designee of the General Manager.

"GPD" means gallons per day.

"HCWCID2" 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.

"Health Hazard" shall mean a cross-connection, potential cross-connection, or any other condition or peril involving any substance 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 Supply System, or the health hazards reflected on Tables 4-1 and 4-2 of the American Water Works Association ("AWWA") Manual M14.

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"Individually Metered Dwelling Unit" means a Dwelling Unit served by a utility meter that belongs to the District and measures Service only for that Dwelling Unit.

"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.

"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.

"Joint 210 Irrigation System Plan" means the Joint 210 Irrigation System Implementation, Operation, and Maintenance Plan adopted by resolutions of the District and HCWCID2, as amended from time to time, concerning the Reclaimed Water System.

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

"Legal Requirements" means the requirements and provisions 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, Service provided by the District, District Facilities, real property located within the political boundaries of the District, or water quality or drainage within the political boundaries of the District.

"LUE" or "Living Unit Equivalent" means a single unit of Water Service, defined as the typical flow (in gallons per day) that would be produced 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.

"Non-Residential Connection" means any Connection utilized to provide Service to an establishment or Structure that does not constitute one of the following: (1) a Single Family Residence; or (2) an Individually Metered Dwelling Unit that is located within a duplex, apartment building condominium building or other multifamily residential Structure. Without limiting the generality of the foregoing, the term "Non-Residential Connection" includes a Connection to a duplex, apartment, condominium or other multifamily residential Structure, a commercial, industrial, civic, agricultural, public school, private school, institutional or recreational Structure, or any other establishment, development or Project that does not constitute a Single Family Residence or Individually Metered Dwelling Unit, unless otherwise agreed in writing by the District.

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"Non-Residential Customer" means a Customer receiving Service from the District by virtue of a Non-Residential Connection.

"Operator" means the Person that is under contract with the District to manage and operate 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;

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

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

"Reclaimed Water" means treated 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.

"Reclaimed Water Service" means the provision of Reclaimed Water produced by the Wastewater Plant to Customers (specifically excluding HCWCID2), whether provided through a Connection or the Reclaimed Water loading station at the Wastewater Plant.

"Reclaimed Water System" means all supply, transmission and distribution facilities utilized by the District or HCWCID2 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. Some components of the Joint 210 Irrigation System also constitute components of the Reclaimed Water System.

"Reclaimed Water User" means a Person utilizing reclaimed water for a beneficial use in accordance with the requirements of 30 Tex. Admin. Code § 210.

"Residential Connection" means a Connection utilized to provide Service to a Single Family Residence, or an Individually Metered Dwelling Unit that is located within a duplex, apartment, condominium or other multifamily residential Structure.

"Rules" means these Rules and Regulations of Hays County Water Control and Improvement District No. 1.

"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 Parks 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..

"Service Connection Location" means a location at which any component of the District's Water System, Wastewater System, or Reclaimed Water System is to be physically connected to a Customer's facilities in order to obtain Water Service, Wastewater Service, or Reclaimed Water Service, respectively, from the District.

"Service Rate Order" has the meaning ascribed in Rule 2.04(c).

"Single Family Residence" means a single, detached one-family residential Dwelling Unit that is not more than three stories high with separate means of egress, and includes accessory Structures of the Dwelling Unit.

"Solid Waste Disposal Service" means the collection, transportation, processing and disposal of municipal solid waste by the District or a contractor of the District.

"Structure" means a building constructed for use as place for the conduct of business or any other affairs or activities, for use as a living space, or for the support, shelter or enclosure of any person or property, or any other structure.

"Tap Fee" means the fee paid to the District for installation and administrative costs associated with making a connection to a District System. The amount of any Tap Fee shall be established in the District's Service Rate Order and may be modified or changed at any time.

"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.

"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 in accordance with the standards and conditions of these Rules and the District's duly adopted Wastewater Control Order.

"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. This system is maintained by the District.

"Wastewater Control Order" means the Wastewater Control Order duly adopted by the District on July 14, 2016, as may be amended from time to time.

APPENDIX 1

"Wastewater Permit" means the permit to dispose of wastes issued to the District by the TCEQ and identified as TPDES Permit No. WQ0014293-001, as it may be amended, renewed, or transferred from time to time.

"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.

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

"Wastewater Service Area" means the area within the political boundaries of the District.

"Wastewater Service Line" means any line from a Single Family Residence or other Structure which 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 Structure.

"Wastewater System" means collection, transmission, treatment and disposal facilities utilized in the provision of Wastewater Service by the District, including the Wastewater Collection System, the Wastewater Plant, the Joint 210 Irrigation System, all drip irrigation fields, 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.

"Wastewater Tap" means the physical connection between a Customer's Wastewater Service Line and the District's Wastewater Collection System. Each Wastewater Tap is owned and maintained by the District.

"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.

"Water Conservation and Drought Contingency Plan" or "WCDCP" means the District's duly adopted Water Conservation a Drought Contingency Plan, as amended from time to time. The Water Conservation and Drought Contingency Plan shall be made available by the General Manager upon request.

"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, or related services provided or made available by the District.

APPENDIX 1

"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.

"Water Supply System" means all water supply, treatment, 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).

"Water Service Line" means any line from a Single Family Residence or other Structure which connects to the District's Water Supply System. A Water Service Line is owned and maintained by the owner of the Single Family Residence or other Structure.

"Water Tap" means the physical connection of any Water Service Line to the District's Water Supply System. Water Taps will be made only by the District's General Manager. Each Water Tap is owned and maintained by the District.

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

APPENDIX 1

APPENDIX 2
Schedule of Civil Penalties

Category	District Rule(s)	Amount of Civil Penalty Authorized		
		1st Violation	2nd Violation	Other Violations
Backflow, CSI, Swimming Pool*	3.04, 3.08, 3.10	$250.00	$500.00	$750.00
WCDCP	3.11	As Authorized by WCDCP	As Authorized by WCDCP	As Authorized by WCDCP
Park Rules	6.01 – 6.08	$75.00	$150.00	$250.00
Animal Restraint	6.04	$75.00	$150.00	$250.00
Unauthorized Access*	7.01(a)	$100.00	$200.00	$300.00
Heavy Equipment*	7.01(c)	$500.00	$1,000.00	$1,500.00
Property - Other*	7.01(d) – (i)	$250.00	$500.00	$1,000.00
Damage to Systems*	7.02(a) – (c)	$500.00	$1,000.00	$1,500.00
Unauthorized Connections*	7.02(e)	$2,500.00	$2,500.00	$5,000.00
Erosion Control	8.06	$500.00	$750.00	$750.00
Stop Work Order*	10.03(c)	$1,000.00 per day	$1,000.00 per day	$1,000.00 per day

* In addition to any civil penalty issued by the District, the General Manager is authorized without action of the Board to issue invoices for all Restoration Costs associated with Violations of Rules within categories denoted by an asterisk (*) in the above chart without further authorization of the Board.

EXHIBIT A

CERTIFICATE OF COMPLIANCE

I, _____, a duly licenses plumber in the State of Texas, hereby certify that the connection at _____ (the "Connection") complies in full with the "Prohibited Plumbing Materials" provision contained in the Rules and Regulations of Hays County Water Control and Improvement District No. 1 (the "District"). I further certify that:

1. No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.

2. No cross connection between the District's Water Supply System and a private water system exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply system, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement has been executed for annual inspection and testing by a certified backflow prevention device tester.

3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.

4. No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.

5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.

6. No plumbing fixture is installed which is not in compliance with the District Adopted Plumbing Code.

These determinations have been made under my direction and supervision. I am aware that there are significant penalties for false certification, including the possibility of fine.

Signature: _____
Printed Name: _____
Company Name: _____
Texas License No.: _____
Date: _____

EXHIBIT A

EXHIBIT B

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the District for record keeping purposes:

Name of District: Hays County Water Control and Improvement District No. 1
PWS I.D. #: _____
Location of Service: _____

The backflow prevention assembly detailed below has been tested and maintained as required by TCEQ regulations and is certified to be operating within acceptable parameters.

TYPE OF ASSEMBLY

_____ Reduced Pressure Principle
_____ Double Check Valve
_____ Not Needed at this Address
_____ Pressure Vacuum Breaker
_____ Atmosphere Vacuum Breaker

Manufacturer _____
Model Number _____
Serial Number _____
Size _____
Located at _____
_____
_____

[CHART TO BE ATTACHED]

The above is certified to be true, and any chart attached hereto is certified to be accurate.

Firm Name: _____
Firm Address: _____
_____
_____
Certified Tester: _____
Cert. Tester No.: _____
Date: _____

EXHIBIT C

APPLICATION FOR SERVICE

(Please print or type)

_____

(Subdivision and Section)

_____ _____ _____

(Name of Applicant) (Lot) (Block)

_____ _____

(Street Address) (Street Address)

_____ _____

(Phone) (City) (State) (Zip)

Installation to be performed by: _____

(Plumber or Sub-contractor)

Type of pipe material to be used: PVC _____, ABS _____, VC _____, CI _____

Date: _____ Requested by: _____

(Signature)

_____

Applicant to draw sketch of layout of structures and proposed location of water and sewer service line:

[SKETCH TO BE ATTACHED]

FOR DISTRICT USE ONLY

Date Application Received: _____

Date Construction Authorized: _____

Connection Information: _____

WYE Location _____

Stack Location _____

Manhole Location _____

Date of Inspection 1st _____ 2nd _____ 3rd _____

Date Permit Granted: _____

Approved by: _____ (District Representative)

Date: _____

EXHIBIT D

SERVICE INSPECTION CERTIFICATION

Name of District: Hays County Water Control and Improvement District No. 1
District I.D.#: _____
Location of Service: _____

I, _____ (*name of Inspector*), upon inspection of the private plumbing facilities connected to the Water Supply System of _____, do hereby certify that, to the best of my knowledge:

		Compliance	Non-Compliance	Certificate of Compliance on File
		FOR DISTRICT USE ONLY		
(1)	No direct connection between the District's Water Supply System and a potential source of contamination exists. Potential sources of contamination are isolated from the District Water Supply System by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	☐	☐	☐
(2)	No cross connection between the District's Water Supply System and a private water system exists. Where an actual air gap is not maintained between the District's Water Supply System and a private water supply system, an approved reduced pressure-zone backflow prevention assembly is properly installed and service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	☐	☐	☐
(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the District's Water Supply System.	☐	☐	☐
(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.	☐	☐	☐

(5)	No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	☐ ☐ ☐
(6)	No plumbing fixture is installed which is not in compliance with the District Adopted Plumbing Code.	☐ ☐ ☐

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines Lead _____ Copper _____ PVC _____ Other _____

Solder Lead _____ Lead Free _____ Solvent Weld _____ Other _____

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

NOTE: THIS SERVICE INSPECTION CERTIFICATION IS FURNISHED FOR THE SOLE PURPOSE OF INSPECTING THE PLUMBING FACILITIES AT THE AFORESAID LOCATION OF SERVICE FOR UNACCEPTABLE CONDITIONS IN ACCORDANCE WITH SAID DISTRICT'S RULES AND REGULATIONS. NO REPRESENTATION OR WARRANTY IS INTENDED OR MADE AS TO THE ADEQUACY, QUALITY OR FITNESS OF THE PRIVATE PLUMBING FACILITIES.

Signature of Inspector: _____

Registration Number: _____

Title: _____

Type of Registration: _____

Date: _____

EXHIBIT D

EXHIBIT E

CUSTOMER SERVICE AGREEMENT

SECTION I. PURPOSE. Hays County Water Control and Improvement District No. 1 (the "District") is responsible for protecting its Water Supply System from contamination or pollution which could result from unacceptable plumbing conditions. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this Customer Service Agreement before the District will initiate service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this Customer Service Agreement.

SECTION II. PLUMBING RESTRICTIONS. The following unacceptable plumbing conditions are prohibited by State regulations:

1. Any direct connection between the District's Water Supply System and a potential source of contamination is prohibited. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention device or assembly.

2. Cross-connection between the District's Water Supply System and a private water system is prohibited. These potential threats to the District's Water Supply System shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device or assembly.

3. Any connection which allows water to be returned to the District's Water Supply System is prohibited.

4. Use of pipe or pipe fitting which contains more than 8.0% lead for the installation or repair of plumbing at any connection which provides water for human use is prohibited.

5. Use of solder or flux which contains more than 0.2% lead for the installation or repair of plumbing at any connection which provides water for human use is prohibited.

SECTION III. SERVICE AGREEMENT. The following are the terms of this Customer Service Agreement between Hays County Water Control and Improvement District No. 1 (the "District") and _____ _____ (the "Customer"):

1. The District will maintain a copy of this Customer Service Agreement as long as the Customer and/or the premises is connected to the District.

2. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing conditions. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing conditions exist; or after any major

changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.

3. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing conditions which have been identified during the initial inspection or the periodic re-inspection.

4. The Customer shall immediately correct any unacceptable plumbing condition on his/her premises.

5. The Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device or assembly required by the District. Copies of all testing and maintenance records shall be provided to the District.

6. The Customer shall allow District representatives access to service connection locations, meters and any portion of the Customer's property reasonably necessary for installation, operation, maintenance and repair activities.

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

NOTE: THE PURPOSE OF THE CUSTOMER SERVICE AGREEMENT IS TO NOTIFY CUSTOMERS OF THE PLUMBING RESTRICTIONS OF THE DISTRICT ADOPTED TO PROTECT THE DISTRICT'S WATER SUPPLY SYSTEM. INSPECTIONS CONDUCTED BY THE DISTRICT'S GENERAL MANAGER IN ACCORDANCE WITH THIS SERVICE AGREEMENT ARE FOR THE PURPOSE OR DISCOVERING AND ELIMINATING UNACCEPTABLE PLUMBING CONDITIONS AND CONFIRMING COMPLIANCE WITH THE DISTRICT'S RULES. NEITHER THE DISTRICT NOR ANY DISTRICT REPRESENTATIVE MAKE ANY REPRESENTATION AS TO THE ADEQUACY, QUALITY, OR FITNESS OF THE CUSTOMER'S PRIVATE PLUMBING FACILITIES.

Customer's
Signature:_____

Date:_____

Address:_____
_____

EXHIBIT E

EXHIBIT F

WASTEWATER INSPECTION FORM

Lot _____ Block _____ Section _____
Street Address _____
Inspection Requested By: _____ Date _____
Date Tap to Be Made _____
Results of Inspection Made on _____ at _____ AM _____ PM

Pipe Material: Size _____ PVC (D3034) _____ ABS (D2751) _____
Tap to: Wye_____ Stack_____
Cleanout: House_____ and _____

INSTALLATION

	Satisfactory	Unsatisfactory
Directness to Wye	_____	_____
Slope	_____	_____
Full Contact w/bedding	_____	_____
Connection w/Main	_____	_____
Condition of Other District Facilities on Lot	_____	_____

Connection Permit is approved (not approved).
Water service to Lot is approved (not approved).
This service reinspected on _____. (See attached new report).
Comments:_____

_____

_____

Copy to:

Applicant_____ By:_____
District Inspector

Manager_____ By:_____
Authorized Representative
of Applicant