AMENDED ORDER ESTABLISHING RATES AND CHARGES, AND ADOPTING RULES WITH RESPECT TO DISTRICT WATER, WASTEWATER AND DRAINAGE, INCLUDING WATER QUALITY, SYSTEMS

(October 7, 2026)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

WHEREAS, under Section 49.212, Texas Water Code, the Board of Directors (the "*Board*") of Travis County Municipal Utility District No. 2 (the "*District*") is authorized to adopt and enforce all necessary charges, fees or rentals for providing or making available District facilities or services; and

WHEREAS, the District is a "Participant" under the "Amended and Restated Contract for Financing and Operation of Regional Waste Collection, Treatment and Disposal Facilities; Regional Water Supply and Delivery Facilities and Regional Drainage, Including Water Quality, Facilities" (the "*Master District Contract*") between Cottonwood Creek Municipal Utility District No. 1, the District, Wilbarger Creek Municipal Utility District No. 1, and Wilbarger Creek Municipal Utility District No. 2; and

WHEREAS, in its capacity as a Participant, the District is obligated to pay Wilbarger Creek Municipal Utility District No. 2, in its capacity as the "Master District" under the Master District Contract (the "*Master District*"), for water and wastewater services provided, as well as for certain operations and maintenance expenses incurred, by the Master District as described in the Master District Contract (the "*Master District Charges*"); and

WHEREAS, the District is also obligated to pay the Master District certain one-time fees ("*Capacity Charges*") for reservation of living unit equivalents of capacity required by the District in the regional water supply facilities that are more fully described in the "Amended and Restated Regional Water Capacity and Supply Agreement for a Portion of Northeastern Travis County, Texas" (as amended, the "*Regional Water Contract*"); and

WHEREAS, the District desires to establish rates, charges and fees sufficient to provide water, wastewater and drainage facilities and services to the properties within its boundaries, and to pay the Master District Charges and the Capacity Charges;

It is, therefore, ordered by the Board as follows:

I. General Policies.

A. Definitions. For purposes of this Order, in addition to the terms defined in the preamble to this Order, the following terms will have the meanings indicated:

1. "*Backflow Prevention Device*" means an assembly or device that is designed to prevent backflow of water into the District's system and meets the testing standards accepted by the American Water Works Association or the University of Southern California Foundation for Cross Connection Control and Hydraulic Research.

2. "*Connection*" means each residential dwelling unit occupied by a separate family or family unit, including separate apartments or dwelling units located

within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

3. "*Commission*" means the Texas Commission on Environmental Quality, or its successor agency.

4. "*Customer*" means (a) an individual, partnership, association, firm, public or private corporation, governmental authority, or other legal entity that receives service from the District's Systems; (b) an owner of property that is connected to the District's Systems; or (c) a person who receives the benefit of the District's service.

5. "*District's representative*" means the District's utility operator or another representative or employee of the District acting under the direction of the District's operator or the Board.

6. "*District's Systems*" means the water, wastewater and drainage systems located within the District's boundaries and any approved out-of-district service areas.

7. "*Homeowners' Association*" means a non-profit corporation created under a declaration of covenants, conditions and restrictions of record that is applicable to all of the residential property within the District.

8. "*Industrial Wastewater Regulations*" means the regulations governing the discharge of industrial wastewater attached as **Exhibit "A"**.

9. "*Living Unit Equivalent*" or "*LUE*" means the capacity necessary to serve a single family residential dwelling unit as establish from time to time by the rules and regulations of the Commission or, for a use other than single family residential, its equivalent as determined based on the following conversion table:

LUE CONVERSION TABLE

Bakery	0.000700 per Sq. ft.
Barber Shop, General	0.480000 per Bowl
Beauty Shop	0.480000 per Bowl
Bowling Alley	0.635000 per Lane
Car Repair	0.000160 per Sq. ft.
Carwash, Tunnel, Self Serve	6.350000 per Carwash
Carwash, Tunnel, w/attendants	31.430000 per Carwash
Carwash, Hand Type, Self Serve	1.220000 per Carwash Bay
Church	0.003200 per Seat
Club, Tavern, or Lounge	0.031700 per Occupant
Convenience Store	0.000200 per Sq. ft.
Country Club	0.320000 x Member
Day Care Center	0.031700 per Occupant

Dormitory	0.286000 per Bed
Fire Station	0.286000 per Capita
Funeral Home	2.140000 per Service
Gas Station with Carwash	9.350000 per Station
Gas Station without Carwash	1.750000 per Station
Grocery Store, 5,000-28,999 sq. ft.	0.000260 per Sq. ft.
Grocery Store, 29,000 + sq. ft.	0.000700 per Sq. ft.
Health Club	0.001210 per Sq. ft.
Homeless Shelter	0.105000 per Bed
Hospital	0.635000 per Bed
Hotel, Motel w/Kitchenettes	0.430000 per Room
Hotel, Motel	0.251000 per Room
Manufacturing	0.000160 per Sq. ft.
Mobile Home Park	0.880000 per Space
Nursing Home	0.286000 per Bed
Office	0.000335 per Sq. ft.
Photo Store, One-hour Processing	3.175000 per Store
Post Office, Excluding Dock	0.000254 per Sq. ft.
Prison	0.290000 per Capita
Racquetball Club	0.510000 per Court
Recreational Vehicle Park	0.238100 per Vehicle
Residence, Apartment w/Washer/Dryer	0.714000 per Unit
Residence, Apartment w/o Washer/Dryer	0.635000 per Unit
Residence, Condominium	0.714000 per Unit
Residence, Duplex	1.000000 per Unit
Residence, Single Family	1.000000 per Unit
Residence, Townhouse	1.000000 per Unit
Restaurant, Fast Food	0.006000 per Sq. ft.
Restaurant, Full Service	0.003000 per Sq. ft.
Retail	0.000223 per Sq. ft.
School, High	0.047600 per Seat
School, Others, Non-Residential	0.031700 per Seat
School, Others, Residential	0.317000 per Capita
Service Center	0.333000 per Employee
Shopping Center: Mixed Tenants (>150,000 sq. ft.)	0.000900 per Sq. ft.
Skating Rink	0.015900 per Capita
Stadium	0.010000 per Seat

Swimming Pool	0.015900 per Swimmer
Theater, Indoor	0.015900 Seat
Toilet	0.254000 per Toilet
Transportation Terminal	0.015900 per Passenger
Warehouse	0.000096 per Sq. ft.
Washateria	0.517500 per Washing Machine

THE RESULTING LUES FOR ANY NEW OR ENLARGED STRUCTURE OR GROUP OF STRUCTURES APPLIED FOR AT THE SAME TIME WILL BE ROUNDED UP TO THE NEXT WHOLE LUE.

The capacity necessary to serve a use not reasonably addressed in the conversion table above will be determined based on the size of the meter as follows:

Meter Size	Living Unit Equivalent
5/8"	1
3/4"	1.5
1"	2.5
1-1/2"	5
2"	8
3"	15
4"	25
6"	50
8"	80
10"	115
12"	215

10. "*Master District Systems*" means the Master District's wastewater collection system, including wastewater treatment capacity, water delivery system, including water treatment capacity, and drainage system, including water quality facilities, as defined in the Master District Contract.

11. "*Plumbing Code*" means the International Residential Code for One and Two Family Dwellings dated 2000 and the International Plumbing Code dated 2009, as applicable, as published by the International Code Council, Inc.

12. "*Rules*" means any rules and regulations adopted by the Board, under Section 54.205, Texas Water Code, and in compliance with the Master District Contract and the Regional Water Contract including the provisions of this Order and the Industrial Wastewater Regulations.

13. "*Systems*" means the Master District's Systems and the District's Systems.

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

C. All Services Charged. At no time will the District provide water or wastewater service to any person, firm, corporation, organization, or entity without charge.

D. Provisions of this Order Constitute Service Agreement. All Customers receiving water and/or wastewater utility service from the District are subject to the requirements of this Order. The provisions of this Order constitute a service agreement between the District and each Customer receiving utility services from the District. By requesting and/or accepting utility service from the District, each Customer agrees to comply with the provisions of this Order.

II. Connections To and Service From District's Systems.

A. Preconstruction Meeting. Prior to installing underground cables or other facilities or excavating in the area of the District's Systems, representatives of developers, contractors, and/or utility companies are required to meet with the District's representative to file their construction plans and schedules and to review the engineering plans illustrating the location of the District's lines and other facilities. The developer, contractor, and/or utility company must determine the location of all utilities and facilities in the work area and will be responsible for the immediate repair of any damage to the utilities, services and facilities that may result from their work and all costs and expenses incurred by the District as a result of such damage. The utilities, facilities and services to which this provision applies include, but are not limited to, street lights, electric lines, boxes and transformers, natural gas facilities, television cable facilities, water lines, wastewater lines, telephone facilities, curbs and concrete flat work, and irrigation systems.

B. Applications for Connections.

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

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

C. Construction of Connecting Facilities. After authorization is granted by the Districts' representative, the party desiring to make a connection to the District's Systems may proceed with construction, but before the connecting line or lines and any connections to the District's Systems are covered or enclosed with dirt or any other material, the District's representative must inspect the construction to confirm that the lines and connection have been properly installed in accordance with the requirements of this Order, the connection permit, and the Plumbing Code. The District's representative

will also confirm whether the bedding materials used or to be used to cover or enclose the connecting line and connections are suitable under the standards required by this Order, the connection permit and the Plumbing Code. The person to whom the connection permit is issued is responsible for covering or enclosing the connecting line and connections with proper materials as authorized and approved by the District's representative.

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

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

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

E. Grinder Pumps/Lift Stations. All private lift stations or grinder pumps required for wastewater service to an individual Customer must be installed by the Customer's plumber at the Customer's expense. The District's engineer must approve the plans for any such facility prior to the time construction is initiated, and the Customer who will be served by the facilities must enter into an agreement with the District prior to initiation of utility service that sets forth applicable inspection and maintenance requirements, includes the Customer's agreement to pay all costs associated with the inspection, operation, maintenance, repair, or replacement of the facilities, and provides for continuing access to such facilities by the District's representative. Any pressurized sewer lines or other sewer lines located within the Customer's house or on the Customer's property up to and including the check valve at the street will not be a part of the grinder pump system and will be considered a part of the home plumbing. These sewer lines will not be inspected or maintained by the District, but will be the sole responsibility of the Customer as to design, installation, maintenance, and operation.

F. Scheduling Meter and Grinder Pump Installation. An applicant must schedule any new water and wastewater utility connections by notifying the District and paying all required District fees a minimum of 15 business days before the date the connection is desired to be made. An applicant must schedule its water meter installation with the District's representative a minimum of 15 business days in advance of the date the installation is required. Installation of private lift stations or grinder pumps must be scheduled through the District's representative a minimum of 15 business days in advance of the date the installation is required.

G. Separate Irrigation Meter Required. A separate, dedicated irrigation meter is required for any irrigation system receiving water from the District's Systems.

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

I. Manhole Coating Required. The interior surface of all wastewater manholes to be constructed as part of the District's Systems must be coated in accordance with the City of Austin's Standard Specifications Item No. 506, as amended or superseded from time to time, and must be included as a separate line item in the construction documents for the applicable construction project.

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

III. Fee Schedule.

A. Service Initiation and Online Customer Account Profile Fee. A party desiring to receive service from the District's Systems must pay a **$35** application fee to initiate service and establish an online customer account profile with the District's online billing system. This fee will be assessed on the invoice for the month in which the Customer applies for service.

B. Capacity Charges. The Capacity Charges payable to the Master District for reserved capacity under the Regional Water Contract must be paid prior to a Customer's initial connection to the District's Systems. No tap will be issued until the required Capacity Charges for the connection or connections in question are paid. The Capacity Charges are as follows

1. Water Capacity Charge: $1,900 per LUE.

2.	Wastewater Capacity Charge:	No charge following Master District's purchase of wastewater treatment plant on December 31, 2008

C. Water Meter, Tap, Initial Inspection, and Rate Stabilization Fees: The District's fees for each water connection are as follows:

1.	Meter charge:	Cost of the meter
2.	Initial water tap inspection fee (under 1" meter):	$110
3.	Non-standard water tap inspection fee (1" or larger meter):	Cost to the District
4.	Water tap fee:	$600 per LUE
5.	Rate Stabilization Fee	$1,900 per LUE

Rate Stabilization Fees collected by the District will be remitted to the Master District, where they will be accounted for separately, and used to fund the wholesale water rates and related obligations under the Regional Water Contract.

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

D. Wastewater Tap and Initial Inspection Fees: The District's fees for each wastewater connection are as follows:

1.	Initial wastewater tap inspection (under 1" meter size):	$110
2.	Non-standard wastewater tap inspection fee (1" or larger meter size):	Cost to the District
3.	Wastewater tap fee:	$600 per LUE

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

E. Re-Inspection Fees. If more than one inspection is required before a tap is approved by the District, the fee for each additional inspection will be $100 for a commercial tap inspection and $50 for a residential tap inspection, which will be back-charged to the responsible Customer. **Any Customer that has any outstanding fees due to the District, including any previously back-charged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District's Systems until all outstanding fees are paid.**

F. Plumbing Inspection Fees. Plumbing inspections of all plumbing installed within the District will be conducted in accordance with the Plumbing License Law, Chapter 1301, *Texas Occupations Code*. Such inspections will be performed on behalf of the

District by the City of Manor (the "*City*") under the "Interlocal Agreement for Plumbing Inspections within the ShadowGlen Subdivision" between the City, the District, Wilbarger Creek Municipal Utility District No. 1, and Wilbarger Creek Municipal Utility District No. 2 (the "*Plumbing Inspection Interlocal*"). Customers will be required to pay the City directly for all applicable plumbing inspection fees in accordance with the ordinances and fee schedules adopted by the City from time to time as provided in the Plumbing Inspection Interlocal. **Any Customer that has any outstanding plumbing inspection fees due to the City, including any previously back-charged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District's Systems until all outstanding fees are paid.**

G. Cross-Connection and Back Flow Prevention Inspections. A $150 inspection fee will be charged to a Customer who modifies, constructs or installs additional plumbing improvements to the an existing residence or commercial Customer, including in-ground sprinkler systems, swimming pools or hot tubs, and/or water softeners.

H. Private Lift Station and Grinder Pump Inspection Fees. The District's fee for initial inspection of any private lift station or grinder pump required for wastewater service to an individual Customer will be $50 for the initial inspection and $50 for each re-inspection or subsequent periodic inspection. Re-inspection fees will be back-charged directly to the responsible Customer. **Any Customer that has any outstanding fees due to the District, including any previously back-charged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District's Systems until all outstanding fees are paid.**

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

J. Service Calls. If a Customer requests that the District's operator make a service call to the Customer's residence to investigate a leak, sewer back-up, or operational issue that, after investigation, is determined to be the Customer's responsibility, the Customer will be responsible for any costs incurred by the District in connection with the service call in excess of $200. With respect to water service, the Customer's responsibility begins on the Customer's side of the water meter. With respect to wastewater service, the Customer's responsibility terminates at the tap. The District may add the amount of any such costs to the Customer's utility bill, or the District may deduct the amount of such costs from the Customer's security deposit or any other amounts held by the District and may further require that the Customer replenish the deposit by an equivalent amount.

IV. Deposits.

A. Generally. Security deposits will be held by the District to assure the prompt payment of all bills for water and wastewater services to the Customer. At its option, the District may apply all or any part of a Customer's security deposit against any delinquent bill of the Customer. Upon discontinuation of service, the deposit will be applied against amounts due to the District, including any disconnection fees, whether because of the Customer's delinquency or upon the Customer's request. Any portion of the deposit remaining after deduction of such amounts will be refunded to the Customer. In no event will the security deposit bear interest for the benefit of the

Customer. A residential Customer whose account has been paid in full may transfer his security deposit if he moves from one address to another within the District; otherwise security deposits will not be transferable.

B. Residential Security Deposits. A security deposit of $250 is required for each single-family dwelling unit (5/8 or 3/4 inch residential meter) where the residence is occupied by the owner of the residence. A security deposit of $500 is required for each single-family dwelling unit (5/8 or 3/4 inch residential meter) where the residence is occupied by a Customer who is not the owner of the residence. If a residential Customer's service is disconnected due to late payment or non-payment, the District will require an additional $100 security deposit for each disconnection, up to a maximum total additional security deposit of $500, and this additional deposit must be paid before water service is reconnected. Residential security deposits must be in the form of cash, money order or other form acceptable to the District's representative.

C. Commercial Security Deposits. A security deposit equivalent to 90 days' peak water and wastewater usage is required for each commercial Customer, including an apartment complex. The amount of the security deposit will be based on historical usage when this information is available, and will be based upon an estimate of usage by the District's representative when this information is not available. Commercial security deposits must be in the form of cash, certified check, bond or letter of credit approved by the Board as to form and issuer. All commercial security deposits will be subject to adjustment based upon annual usage patterns, which will be reviewed by the Board annually. A commercial Customer that elects to post a bond or letter of credit for its security deposit will be required to pay an additional $100 annual service charge to defray the District's administrative expense relating to processing and monitoring the bond or letter of credit.

D. Builder Security Deposits. Each builder must make a one-time $2,000 deposit covering all houses the builder is building or intends to build within the District's boundaries. The District's representative will carefully monitor the building of all houses covered by this deposit to ensure that the water and wastewater service line and connection at each such house has been inspected and approved prior to its being covered. In any instance in which this procedure is violated, the District's Representative will require the builder to uncover the water or wastewater service line and connection so that it may be inspected, and any cost to the District for additional inspections or other work resulting from the violation will be deducted from the builder's security deposit and the builder will be billed for any amount necessary to fully restore the deposit. The District's Representative may not approve any new connections for any builder until the builder's security deposit has been established or, if any charges are assessed against the builder's deposit, re-established at the full $2,000 amount. The builder's security deposit will be refunded when the builder completes its building program within the District and all charges assessed against the builder are paid in full.

E. Developer Deposit. Each developer of a commercial project, including an apartment complex, or a residential subdivision within the District, must deposit the sum of $2,000 with the District's representative. This deposit will be placed in a separate account and will be refunded, without interest, to the developer on completion of the developer's project within the District.

F. Use of Builder and Developer Security Deposits. The cost of any repairs to the District's Systems caused by a builder's or developer's negligence or intentional acts, or due to the negligence or intentional acts of any contractor or subcontractor performing work associated with the builder's or developer's projects; the costs of any professional services incurred by the District due to builder or contractor damage, dumping or violations of the District's Rules; and the cost of connections, inspection services, water service and wastewater service rendered to a builder or developer will be billed by the District's representative to the responsible builder or developer, and will be due and payable upon demand. If, at any time, a builder or developer is delinquent in paying these bills for a period of 30 days, or is responsible for outstanding bills in the amount of $200 or more, the District may transfer all or any part of its builder or developer deposit to the District's operating fund to pay these outstanding or delinquent bills and may require: (i) that the deposit be replenished by the builder or developer by the amount transferred; or (ii) that, for a homebuilder, an increased deposit of $300 multiplied by the number of estimated starts by the builder over three months or $5,000, whichever is more, or, for a developer, that an increased deposit of $5,000, be made. No additional water or sewer taps will be sold nor will any other approvals be issued to a builder or developer who is delinquent in the payment of any sums due to the District.

G. Fire Hydrant Meter and Deposit. **The withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the District's Systems without the prior approval of the District, except for emergency firefighting purposes, is absolutely prohibited**. No builder, developer, contractor, or other person or entity may temporarily connect to the District's Systems or withdraw water from the District's Systems through a fire hydrant, flushing valve, or other appurtenance of the District's Systems unless it utilizes a fire hydrant meter and Backflow Prevention Device issued to it by the District to measure the water withdrawn through the temporary connection. Each such person or entity must pay a deposit of $1,400 to the District for the required fire hydrant meter and Backflow Prevention Device, and the fire hydrant meter and Backflow Prevention Device must be installed by the District's representative before the builder, developer, or contractor initiates its construction, development, or building program within the District. If the District does not have a fire hydrant meter and/or Backflow Prevention Device available at the time of request, the applicant will, in addition to the deposit, be responsible for the actual cost incurred by the District to purchase the item(s) that are not available. The use of unmetered water constitutes theft and will be prosecuted as such. The required fire hydrant meter and Backflow Prevention Device must be attached directly to the fire hydrant or flushing valve and used at all times when a Customer is making a temporary water connection for any purpose, including construction, development, street cleaning, or any other construction-related activities. The Customer to whom the fire hydrant meter and Backflow Prevention Device are issued will be responsible for securing the meter and device and keeping the meter and device in good working condition. If the meter and/or device are lost, stolen, not returned, or damaged while being utilized by the Customer, the cost of the meter, device, and/or repairs as well as any unpaid sums due from the Customer to the District for water charges or other sums payable under this Order will be deducted from the deposit. A fire hydrant deposit will not be required if a contractor is constructing improvements under a contract with the District that requires the use of a fire hydrant or flushing valve for water; however, a fire hydrant meter and Backflow Prevention Device must still be obtained and used to measure all water utilized by the contractor. Any person or entity that fails to obtain a fire hydrant meter

and Backflow Prevention Device from the District, fails to utilize the assigned fire hydrant meter when withdrawing water from the District's Systems, fails to install and maintain in place the required Backflow Prevention Device, or takes water from an unmetered or unauthorized connection to the District's Systems will be subject to a penalty in the amount of $5,000 per violation and each day of violation will be deemed a separate violation. A violator will also be liable for all attorney's fees and costs incurred by the District due to the violation or in recovering the penalty authorized by this Section . The District may deduct the amount of any penalties imposed or costs incurred due to a builder's, developer's, or contractor's violation of this subsection from its fire hydrant meter deposit or any other deposits held by the District and may further require that the builder, developer or contractor replenish the deposit by an equivalent amount before making any additional connections to the District's Systems. Builders and developers are responsible for compliance with the requirements of this provision by person or entity performing work on their behalf, including contractors and subcontractors. A violation by a contractor or subcontractor performing work on behalf of builder or developer will be deemed to be a violation by the builder or developer.

V. **Rate Schedule.**

A. In-District Water and Wastewater Retail Service Rates. The following rates and charges for the sale of water and wastewater will be in effect for all Customers of the District's Systems from the effective date of this Order:

1. Monthly Basic Charge (Service Availability Charge).

a. Single-family Residential.

5/8" meter:	$ 51.27
3/4" meter:	$ 51.77

b. Fire Hydrant Meters: $412.50

c. Other.

5/8" meter	$ 27.50
3/4" meter	41.25
1" meter	68.75
1½" meter	137.50
2" meter	220.00
3" meter	412.50
4" meter	687.50
6" meter	1,375.00
8" meter	2,200.00
10" meter	3,162.50
12" meter	5,912.50

2. Monthly Water Commodity Charge:

Gallons used	Charge per 1,000 gallons:
Effective until December 1, 2026	
0 –15,000	$8.28
15,001 and over	$9.83
Effective December 1, 2026	
5/8" meter:	$8.50
3/4" meter:	$10.05

3. Monthly Wastewater Commodity Charge: $7.50 per 1,000 gallons. No sewer commodity charges will be assessed in connection with water used through a dedicated irrigation-only or fire hydrant water meter. The wastewater commodity charge for customers who have both a regular water service meter and a dedicated irrigation-only water meter will be calculated based on 100% of consumption registered by the regular water service meter (*i.e.*, not the winter-average).

4. Calculation of Wastewater Charges.

   a. Bills for residential wastewater service will be computed: (i) on the basis of the average amount of water used by the Customer during the winter season based upon the average of the monthly readings of the Customer's water meter for the preceding December, January and February, unless another winter-averaging period is established by the Board (the "*winter-averaging period*"); or (ii) on the basis of the Customer's current monthly water bill, whichever is less; however, any Customer who did not have an approved wastewater connection during the prior winter averaging period, will not be entitled to use the winter averaging method and will be billed on the basis of: (i) the Customer's current monthly water usage; or (ii) on the basis of 7,000 gallons of water usage per LUE per month (based on the conversion table contained in Article I), whichever is less.

   b. Bills for non-residential wastewater service, including wastewater service to an apartment complex, will be computed: (i) on the basis of the average of the monthly readings of the Customer's water meter during the winter-averaging period or (ii) on the basis of the Customer's current monthly water bill, whichever is less; however, if a nonresidential Customer did not have an approved wastewater connection during the prior winter averaging period, the Customer's monthly wastewater charges will, at the District's option: (i) be calculated based upon the Customer's current monthly water usage; or (ii) be calculated by measuring actual sewage volume, on a basis acceptable to the District, at the expense of the Customer.

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

   d. The wastewater commodity charge for customers who have both a regular water service meter and a dedicated irrigation-only water

meter will be calculated based on 100% of consumption registered by the regular water service meter (*i.e.*, not the winter-average).

5. Regulatory Assessments. A regulatory assessment charge of ½% of retail water and sewer charges will be added to each Customer's monthly billing commencing with all billings rendered by the District. The assessments will be remitted by the District to the Commission and are to be used by the Commission in performing its regulatory duties and in providing technical assistance and training to utilities.

6. Reconnection Charges. In the event of any discontinuation of service, whether because of Customer's delinquency or upon a Customer's request, the Customer will be required to pay all current charges and all past-due amounts, plus the applicable administrative fee, prior to service being reconnected. The administrative fee will be applicable regardless of whether or not service has been physically disconnected. Service will be reconnected on the same day if payment is received prior to 2:00 p.m. If payment is received after 2:00 p.m., the Customer will be required to pay the after-hours reconnect fee in order to obtain same-day reconnection of service. The following fees will apply:

a. Water System

(1)	When meter removed	$ 100.00
(2)	When meter not removed	$ 75.00
(3)	After hours reconnect fee (when reconnection is made after 5:00pm on a weekday or when request is made after 2:00 p.m.)	$ 200.00
(4)	Weekend and holiday reconnect fee (when reconnection is made on a holiday or weekend)	$300.00

b. Wastewater System – Two times the cost to the District.

VI. Industrial Wastewater Regulations; Fees and Surcharges.

A. Regulations for the Discharge of Industrial Wastewater. All discharges to the District's Systems must comply with the Industrial Wastewater Regulations.

B. Wastewater Discharge Permit; Application Fee; Annual Permit Fee.

1. No Customer may discharge a prohibited waste (as defined in the Industrial Wastewater Regulations) into the District's Systems unless the Customer has applied for and received a wastewater discharge permit authorizing such discharge in accordance with the Industrial Wastewater Regulations. If the District's engineer recommends against accepting a prohibited waste into the District's Systems under any conditions, the District's representative will deny the application. If an application is approved, the Board will establish rates and charges that cover, but are not limited to, the cost of waste treatment,

taking into account the volume and character of the prohibited waste and all other waste treated, any special techniques of treatment or operation required for the prohibited waste, and any administrative expenses incurred by the District. These rates and charges must be at least sufficient to provide an equitable system of cost recovery that is sufficient to produce revenues, in proportion to the percentage of prohibited waste to be treated relative to the total waste load to be treated by the District, so as to provide for operation and maintenance of the treatment works, for the amortization of the District indebtedness for the cost of its waste collection and treatment system, and for any additional costs necessary to provide adequate waste treatment to meet the waste discharge requirements applicable to the District on a continuing basis.

2. An applicant for a wastewater discharge permit or a transfer of a wastewater discharge permit must pay the District an application fee of $250.

3. Each Customer who is issued a wastewater discharge permit in accordance with the Industrial Wastewater Regulations must pay the District an annual permit fee of $500 on or before January 1 of each year.

C. Prohibited Waste Surcharge. In addition to compliance with all other requirements of this Article, any person discharging extra strength wastewater to the District's Systems must pay a monthly surcharge for the additional costs of handling and treatment of such extra strength wastewater, in addition to the District's standard wastewater service charges, in accordance with the Industrial Wastewater Regulations. For purposes of calculating the surcharge, the current unit charges in dollars per pound used to assess the individual surcharges are:

D. Unit Charge.

Parameter	Dollars/Pound
BOD	$0.4867
COD	$0.2255
TSS	$0.1049

A resampling fee of $345 will be assessed on all surcharge reassessments requested by the Customer.

E. Sampling and Analytical Fees and Rates. The then-current fees and charges established by the District's laboratory for waste sampling and analytical services, plus a five percent administrative charge, will be paid by any Customer incurring or causing the District to incur such costs.

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

VII. Metering.

A. Meter requirements.

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

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

3. Standard Type. The District will not furnish, install, or put in use any meter that is not reliable or of a standard type that does not meet industry standards; however, special meters not necessarily conforming to these standards may be used for investigation or experimental purposes.

B. Meter Readings.

1. Meter Unit Indication. Each meter will indicate clearly the gallons of water or other units of service based on which the Customer is to be charged.

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

C. Bill Adjustment Due to Meter Error. If any meter is found to be outside of the accuracy standards established by the American Water Works Association, the previous readings will be corrected for the two months immediately preceding the testing of the meter, or from the time the meter was in service since last tested, but not exceeding two months, and an adjusted bill will be rendered. No refund will be made from the District to any Customer except the Customer most recently served by the meter prior to the test.

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

E. Bill Adjustment Due to Meter Tampering. If a meter is found not to have been registered for any period, to have been bypassed or tampered with, to have not been installed, or, for any reason cannot be located, the District's representative will bill the Customer for gallons used based on amounts used under similar conditions during the preceding or subsequent period or during corresponding periods in previous years, or used by similar users under similar circumstances. There is a presumption of reasonableness of billing methodology by the District with regard to a case of meter tampering, bypassing, or other service diversion if any of the following methods of calculating such bills are used:

1. estimated bills based upon service consumed by that Customer at that location under similar conditions during periods preceding the initiation of meter tampering or service diversion. These estimated bills will be based on at least 12 consecutive months of comparable usage history of that Customer, when available, or lesser history if the Customer has not been served at that site for 12 months; this subsection, however, does not prohibit the District from using other methods of calculating bills for unmetered water when the usage of other methods is more appropriate;

2. estimated bills based upon that Customer's usage at that location after the service diversion has been corrected; or

3. where the amount of actual unmetered consumption can be calculated by industry-recognized testing procedures, bills may be calculated for the consumption over the entire period of meter bypassing or other service diversion.

F. Equipment Damage Charges. The District may charge for all labor, material, equipment, and other costs necessary to repair or replace equipment damaged due to meter tampering or bypassing, service diversion, or the discharge of wastes that the system cannot properly treat. The District may charge for all costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of these charges will be provided to the Customer.

G. Meter Re-reads and Meter Tests. The District's representative will, upon request of a Customer, re-read the Customer's meter. If the meter re-read confirms the accuracy of the original reading, the Customer will be billed for the cost of the meter re-read. If the original reading is found to be incorrect, there will be no charge to the Customer for the re-read.

The District's representative will, upon request of a Customer, field test the accuracy of the Customer's meter. If the meter test confirms the accuracy of the meter, the Customer will be billed for the cost of the test. If the meter is found to be inaccurate, there will be no charge to the Customer for the test.

If a Customer requests that a meter be pulled and tested for accuracy, the Customer will be responsible for all costs incurred by the District in removing and testing the meter unless the meter registers more than two percent above or below the test result under reasonable flow quantities, in which case the costs will be borne by the District. The Customer is entitled to receive a copy of the test report upon request.

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

VIII. Rendering and Form of Bills.

A. Rendering of Bills. Bills for water and sewer service will be rendered monthly. Service initiated less than one week before the next billing cycle may be billed with the following month's bill. Bills will be rendered as promptly as possible following the reading of meters. One bill will be rendered for each meter.

B. Information to be Included on the Bill. The Customer's bill will show the following information, if applicable (and be arranged so as to allow the Customer to readily compute his bill using a copy of the applicable rate schedule, which will be mailed to the Customer on request):

1. the date of reading, current reading and the previous reading;

2. the number of gallons metered;

3. the total amount due for water service and separately stated, the total amount due for sewer service, and total surcharge;

4. the due date of the bill;

5. the total amount due as penalty for nonpayment within a designated period; and

6. the local telephone number or toll free number where the District's representative can be reached.

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

D. Overbilling and Underbilling. If billings for services are found to differ from the District's rates for the services, or if the District fails to bill a Customer for services, a billing adjustment will be calculated by the District's representative. If the Customer is due a refund, an adjustment will be made for the entire period of the overcharges. If the Customer was undercharged, the District will backbill the Customer for the amount of the commodity actually used by the Customer and may backbill at the actual cost of the commodity to the District. If the underbilling is $25 or more, the

District will offer the Customer a deferred payment plan option for the same length of time as that of the underbilling. In cases of meter tampering, bypass, or diversion, the District may, but is not required to, offer a Customer a deferred payment plan.

E. Prorated Charges. When a bill is issued for a period of less than one month, charges will be computed as follows: For metered service, service will be billed for the amount metered and the minimum charge will be the applicable minimum as shown in this Order prorated for the number of days service was provided.

F. Disputed Bills.

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

2. Notwithstanding any other section of this Order, the Customer is not required to pay the disputed portion of a bill that exceeds the amount of that Customer's average monthly usage at current rates pending the completion of the determination of the dispute. For purposes of this section only, the Customer's average monthly usage at current rates is the average of the Customer's total service for the preceding 12-month period. If no previous usage history exists, consumption for purposes of calculating the average monthly usage will be estimated on the basis of usage levels of similar Customers and under similar conditions.

3. Notwithstanding any other section of this Order, a Customer's service is not subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The Customer is obligated to pay any billings not disputed under Article IX of this Order (relating to Delinquent Accounts).

IX. Delinquent Accounts.

A. All bills will be considered past due if not paid by the third day after the date of issuance ("*Due Date*"). The Customer will be subject to termination of service if full payment, including any applicable late fee, is not received by the "*Delinquency Date*", which will be the 26th day of the month. If the Due Date or the Delinquency Date falls on a Saturday, Sunday, or legal holiday on which banks are required to close in the State of Texas, the applicable period will be extended to the next business day.

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

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

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

E. The District will charge a Customer whose payment of a bill is dishonored or rejected by a financial institution a fee of $30.00. If a Customer's payment is dishonored or rejected by the financial institution, the District's representative will send a notice to the Customer's email address on file. This notice will state that service will be terminated not earlier than three days from the date of the notice unless the account is paid in full by cash, money order, or cashier's check. If the Customer does not have an email address on file, notice will be sent by First Class, U.S. mail and will state that service will be terminated not earlier than five days after the notice has been postmarked unless the account is paid in full by cash, money order, or cashier's check.

F. If a Customer contacts the District's representative to discuss his inability to pay a bill or indicates that he is in need of assistance with his bill payment, the District's representative will inform the Customer of all available alternative payment and payment assistance programs available from the District, such as deferred payment plans, as applicable, and of the eligibility requirements and procedure for applying for them. A deferred payment plan is any arrangement or agreement between the District and a Customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. All deferred payment agreements must be in writing. It is understood that the District's representative may suspend the termination of services to Customers for up to 90 days based upon the District's representative's determination that the Customer is making a good faith effort to pay the District's account; however, extensions beyond 90 days must be approved by the Board.

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

X. Termination of Service.

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

1. within 30 days from the date of the issuance of a currently delinquent bill, the Customer has neither paid the delinquent bill and all currently past due bills nor entered into, and commenced paying under, a written deferred payment agreement;

2. the Customer has defaulted in the obligations under any deferred payment agreement;

3. violation of the District's Rules pertaining to the use of service in a manner that interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation;

4. failure to comply with security deposit arrangements required by Article III of this Order; or

5. failure to repair a controllable leak within a reasonable time (not exceeding 30 days) after having been given notice to repair the leak.

B. Disconnection Without Notice. Service may be disconnected without notice where a known dangerous condition related to the type of service provided exists for as long as the condition exists or where service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment or in instances of tampering with the District's meter or equipment, bypassing the same, or other instances of diversion. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of and the reason for disconnection will be posted at the place of common entry or upon the front door of each affected structure as soon as possible after service has been disconnected.

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

1. delinquency in payment for District service by a previous occupant of the premises; or

2. failure to pay the account of another Customer as guarantor thereof, unless the District has in writing required the guarantee as a condition precedent to service; or

3. the Customer has notified the District's representative of the Customer's desire to protest the disconnection, which requires the District to comply with the procedures set forth in Section E prior to disconnecting the Customer's service.

D. Notice of Disconnection of Service. Proper notice of disconnection of service consists of a separate mailing by first class mail, postage prepaid at least 10 days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The information included in the notice will be provided in English and Spanish if necessary to adequately inform the Customer. A statement notifying the Customer that, if they are in need of assistance with payment of their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and to contact the District representative for more information must be attached to or on the face of the termination. The notice will advise the Customer of the basis for the District's decision to disconnect service and that he has the right to request a hearing on the matter by contacting the District's representative at least 48 hours before the stated date of disconnection. The District's representative's telephone number must appear on the notice together with information regarding appropriate times to contact the representative. If notice is mailed, the stated date of disconnection may not fall on a holiday or weekend, but will be the next working day

after the 10th day. Payment at the District's authorized payment agency is considered payment to the District. The District will not issue a termination notice to the Customer earlier than the first day a bill becomes delinquent, so that a reasonable length of time is allowed to ascertain receipt of payment by mail or at the District's authorized payment agency.

E. Customer Appeal Procedures.

1. Informal Hearing. Upon receipt of a Customer's request to protest the termination of service, the District's representative will schedule an informal hearing with the Customer and his representative prior to disconnection. The presiding officer at the informal hearing will be an individual who did not participate in the initial decision to pursue disconnection of the Customer's service. The Customer will be allowed to question the District's billing representative at the informal hearing regarding the basis for the decision to terminate service and present any testimony or evidence regarding the termination of service or its basis. The presiding officer will render a decision on the matter and state reasons for the decision and the grounds upon which the decision is based.

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

F. Disconnection. If payment of all delinquent and past due amounts has not been made by 12:00 noon on the date specified by written notice to the Customer, and no other arrangements for payment have been made, service will be disconnected. In order to reconnect service, the Customer must pay all delinquent and past-due amounts, plus the applicable administrative fee. The administrative fee will be due regardless of whether or not service has been physically disconnected. If payment is tendered after 2:00 p.m. on the date of disconnection, the Customer must pay the after-hours reconnect fee in order to obtain same-day reconnection of service. If a Customer defaults under a payment plan entered into with the District, termination procedures will immediately be initiated.

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

H. Disconnection for Ill and Disabled. The District may not discontinue service to a delinquent residential Customer permanently residing in an individually-metered dwelling unit when that Customer establishes that discontinuance of service will result in some person residing at the residence becoming seriously ill or more seriously ill. Each time a Customer seeks to avoid termination of service under this section, the Customer must have the attending physician (for purposes of this section, the term "physician" means any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the District's representative within 15 days of issuance of the bill. A written statement must be received by the District's

representative from the physician within 30 days of the issuance of the bill. The Customer who makes such request must enter into a deferred payment plan with the District.

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

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

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

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

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

satisfied with this agreement, or if the agreement was made by telephone and you feel this does not reflect your understanding of that agreement, contact Crossroads Utility Services at (512) 246-1400."

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

XI. Continuity of Service.

A. Service Interruptions.

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

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

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

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

XII. Customer Service Agreement; Plumbing Regulations; Customer Service Inspections.

A. Authority. Under the requirements of the Chapter 341, Subchapter C of the Texas Health & Safety Code and 30 Texas Administrative Code § 290.46(i), the District is required to adopt rules to allow for proper enforcement of the requirements of the Commission. Further, Title 30 Texas Administrative Code § 290.46(j) requires the District to adopt rules providing for the conduct and certification of customer service inspections.

B. Purpose. The District is responsible for protecting the drinking water supply from contamination or pollution that could result from improper plumbing practices. The purpose of this section is to notify each Customer of the plumbing restrictions and inspections that are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each Customer must agree to comply with this section as a condition to receiving water and/or wastewater services from the District.

C. Plumbing Restrictions. The following undesirable plumbing practices are prohibited:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination must be isolated from the public water system by a Code-approved air-gap or an appropriate Backflow Prevention Device.

2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone Backflow Prevention Device.

3. No connection that allows water to be returned to the public drinking water supply is permitted.

4. No pipe or pipe fitting that contains more than one-fourth of one percent (0.25%) lead may be used for the installation or repair of plumbing at any connection that provides water for human use.

5. No solder or flux that contains more than two-tenths of one percent (0.2%) lead can be used for the installation or repair of plumbing at any connection that provides water for human use.

D. Service Conditions. The following are the terms for the provision of service between the District and each Customer of the District:

1. The Customer must comply with the provisions of these Rules as long as the Customer is receiving service from the District.

2. The Customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices as required by this Order. These inspections will be conducted by the District or its designated agent prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the District's normal business hours.

3. The District will notify the Customer in writing of any cross-connection or other undesirable plumbing practice that has been identified during the initial inspection or periodic re-inspection.

4. The Customer must immediately correct any undesirable plumbing practice on his premises.

5. The Customer must, at his expense, properly install, test, and maintain any Backflow Prevention Device required by the District. Copies of all testing and maintenance records must be provided to the District.

E. Backflow Prevention Devices.

1. If there is an actual or potential source of contamination, pollution or hazard to the District's water system, no connection may be made to the District's water system unless:

   a. there is a Code-approved air gap between the potential source of contamination, pollution or hazard and the drinking water supply; or

   b. a Backflow Prevention Device is installed between the potential source of contamination, pollution or hazard and the drinking water supply.

2. A Backflow Prevention Device must be tested upon installation. The test must be conducted by an individual who has completed a Commission approved course on cross-connection control and backflow prevention and passed an exam administered by the Commission or its agent ("*Recognized Tester*"). The Recognized Tester must certify that the Backflow Prevention Device is operating within specifications and present evidence that the gauges used in the test have been calibrated and tested for accuracy in accordance with American Water Works Association or University of Southern California standards and that the Recognized Tester is currently certified to conduct Backflow Prevention Device Tests.

3. A Backflow Prevention Device that is installed to protect against High Health Hazards must be inspected and certified to be operating within American Water Works Association or University of Southern California specifications at least annually by a Recognized Tester. A High Health Hazard is a cross-connection, potential cross-connection, or other situation involving any substances that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply.

4. All test and maintenance reports must be completed using a Commission form, or a form that contains the same information, and must be filed with the District within 30 days regardless of whether the test indicates a passed or failed test.

5. The District will maintain test and maintenance reports for a period of at least 3 years.

F. Customer Service Inspections.

1. Inspections Required. Each applicant for service or Customer must submit a completed customer service inspection certification to the District in the following instances:

   a. before the District provides continuous and adequate service to new construction;

   b. when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist on any existing service; or

   c. after any material improvement, correction, or addition to any existing private plumbing facilities.

2. Certifications. A customer service inspection certification must be fully completed in the form attached as **Exhibit "B"**. The certification must be completed by the City under the Plumbing Inspection Interlocal at the applicant's or Customer's expense by a person who is:

   a. a plumbing inspector and water supply protection specialist licensed by the Texas State Board of Plumbing Examiners and in good standing at the time of the inspection;

   b. a certified waterworks operator and employee of the District's utility operator who has completed a training course, has passed an examination administered by the Commission or its designated agent, and holds an endorsement granted by the Commission or its designated agent; or

   c. a licensed plumber, if the inspection and certification are for a single-family residential service.

3. Records. The District will maintain copies of completed customer service certifications for a minimum of ten years.

4. Unacceptable Plumbing Practices. If unacceptable plumbing practices are discovered, they must be promptly repaired and eliminated by the Customer or applicant for service to prevent contamination of the water supplied by the District. The existence of an unacceptable plumbing practice is sufficient grounds for immediate termination of service without notice in order to protect the health and safety of all District Customers. Service will not be restored until the potential source of contamination has been eliminated or additional safeguards have been taken and a new customer service inspection certification is provided to the District.

G. Enforcement. If a Customer fails to comply with the terms of this Section, the District may assess fines in accordance with Section 54.205 of the Texas Water Code, and may either terminate service and/or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Section will be billed to the Customer.

XIII. Protection of District Facilities and Property.

A. Dumping, placing, disposing of, depositing on, or discharging any foreign materials or debris, including but not limited to grass or tree clippings, trash, and construction debris onto any District property, including District greenbelts and/or District drainage facilities, is prohibited. Any person or entity that violates the terms of this Section will be subject to a penalty in the amount of $500 per violation, and will also be liable for all attorney's fees incurred by the District and costs of court. The District may add the amount of any penalties or costs imposed by this Section to the Customer's utility bill, or the District may deduct the amount of any penalties or costs imposed as a result of a violation of this Section from a Customer's security deposit or any other amounts held by the District and may further require that the Customer replenish the deposit by an equivalent amount.

B. No drainage water, including roof run-off water; drainage from downspouts; water from yard drains; water from fountains and ponds; water from lawn sprays, rainwater leaders, swimming pool water; or swimming pool filter backwash water may be connected or discharged to the District's wastewater utility system. In order to protect the District's wastewater system from inflow, all clean-outs on Customer service lines must be securely capped at all times. If any clean-out is left uncapped or the cap is loosened or removed so as to potentially allow inflow into the District's wastewater system, the District will be authorized to enter onto the responsible Customer's property to replace the cap, and the Customer at the service address in question will be charged the sum of $100 for the replacement. This charge may be added to the Customer's utility bill, or the District may deduct the amount of the charge from the Customer's security deposit or any other amounts held by the District and may further require that the Customer replenish the deposit by an equivalent amount.

XIV. Water Conservation and Drought Contingency Plan.

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

XV. District Approvals: Escrow for Expenses.

Applicants for service commitments, out-of-district service, construction plan review and/or inspection, subdivision plan review and/or inspection, and of other types of District approvals, including utility construction agreements or other types of development agreements, are responsible for the payment of all legal, engineering, and management fees incurred by the District in reviewing their application and negotiating or preparing any related approvals or agreements. The District's representative will establish a deposit amount equivalent to the estimated consultant fees that are expected to be incurred in connection with the application, and the applicant must deposit this amount with the District prior to any review or processing work being initiated. All consultant fees associated with the application incurred by the District will be charged against the deposit. Upon completion of the review process, the applicant must pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees will be returned to the

applicant. No service commitment or plan approval will be issued or agreement will be effective by the District until all fees are paid.

XVI. Enforcement; Penalties.

A. Water and sanitary sewer service will not be provided by the District until all applicable requirements of this Order have been met.

B. The provisions of this Order constitute rules adopted under Section 54.205, *Texas Water Code*. Violation of any provision of this Order will result in the offending party being subject to the payment of a penalty in an amount per violation that does not exceed the jurisdiction of the justice court, as provided by Section 27.031, *Texas Government Code*, which penalty will be established by the Board. In addition, the offending party will be liable to the District for any other penalty provided by the laws of this State, and any costs incurred by the District in connection with any repairs or corrections necessitated by any violation. If the District prevails in any suit to enforce the provisions of this Order, the District may additionally recover its reasonable attorneys' fees, expert witness fees and other costs incurred by the District before the Court.

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

D. The attorney for the District is hereby directed to file a copy of this Order (i) with the Texas Commission on Environmental Quality and (ii) in the principal office of the District and to publish a substantive statement of the rules contained in this Order and the penalties for their violation as required by Section 54.207 of the Texas Water Code.

E. The following exhibits are attached to this Order and incorporated herein by reference.

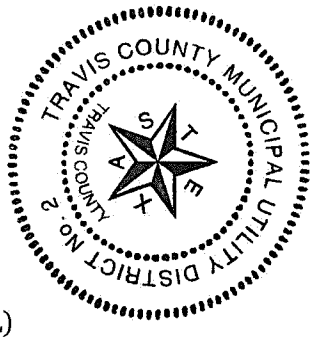
Exhibit A - Industrial Wastewater Regulations

Exhibit B - Customer Service Inspection Certification

ADOPTED on the 7th day of October, 2026.

* * *

(Signature page follows.)



(SEAL)

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

Wilmer Roberts, President
Board of Directors

ATTEST:

Gwen Huntley, Secretary
Board of Directors

EXHIBIT A

INDUSTRIAL WASTEWATER REGULATIONS

I. POLICY; PURPOSES; ADMINISTRATION; DEFINITIONS.

Policy. It is the District's policy to promote the public health, safety, and welfare by:

Implementing the General Pretreatment Regulations for New and Existing Sources of Pollution promulgated by EPA and set forth in Title 40, Code of Federal Regulations, Part 403, as amended;

Establishing uniform regulations governing the disposal of wastewater containing industrial waste or other prohibited waste to the POTW;

Establishing requirements to control pollutants that pass through or cause interference with treatment processes in the POTW or that may contaminate sewage sludge; and

Ensuring the District's compliance with the TPDES permit issued by the TCEQ for the District's service area.

Purposes. These regulations will be construed at all times so as to achieve the following objectives:

To implement safe and environmentally sound methods for disposal of wastewater containing industrial waste or other prohibited waste to the POTW;

To prevent the introduction of pollutants into the District's wastewater collection system and the POTW in concentrations or amounts that will damage or otherwise interfere with the operation of the POTW;

To prevent the introduction of pollutants that will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;

To ensure that the quality of wastewater treatment plant sludge is maintained at a level that allows its use and disposal in compliance with applicable laws and regulations and maximize opportunities to reclaim wastewater and sludge from the POTW;

To protect District and POTW personnel who may be affected by pollutants in wastewater and sludge in the course of their employment and to protect the general public;

To implement appropriate fees for equitable distribution of the cost of operation, maintenance, and improvement of the POTW;

To enable compliance with the TPDES permit conditions, sludge use and disposal requirements and other federal or state laws to which the POTW is subject; and

To prevent damage or interference with the operation and maintenance of the POTW.

Interpretation. These regulations will be liberally interpreted to achieve the policy and purposes stated above.

Applicability. These regulations will apply to the disposal of wastewater containing industrial waste or other prohibited waste by, through, and into the POTW.

Definitions.

"***BOD***" means the value of the five-day test for biochemical oxygen demand as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater".

"***COD***" means the value of the test for chemical oxygen demand, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater".

"***Comminuted Garbage***" means garbage that has been shredded into particles less than one-half inch in diameter that are carried freely under normal flow conditions in a sanitary sewer.

"***EPA***" means the United States Environmental Protection Agency.

"***Extra strength wastewater***" means wastewater having a suspended solids, chemical oxygen demand, or biochemical oxygen demand more than that found in normal waste but otherwise acceptable for discharge to the POTW in accordance with the requirements of these regulations.

"***Drainage Water***" means storm water; surface water; ground water; roof run-off water; drainage from downspouts; water from yard drains; water from fountains and ponds; water from lawn sprays, rainwater leaders, and areaways; overflows from cisterns and water tanks; swimming pool water; and swimming pool filter backwash water.

"***Grease***" means fats, oils, greases, and other organic polar compounds derived from animal and/or plant sources that contain carbon chain triglyceride molecules, and that are detectable and measurable using analytical test procedures established in 40 CFR 136 as may be amended from time to time.

"***Grease trap***" means a device designed to use differences in specific gravities to separate and retain light density liquids and waterborne greases prior to the wastewater entering the POTW collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the POTW.

"***Grease trap waste***" means material collected in and from a grease trap in the sanitary sewer service line of a commercial, institutional, or industrial food service or processing establishment, including the solids resulting from de-watering processes.

"***Ground Water***" means subsurface and subsoil water; artesian well water; water from groundwater remediation sites; and subsurface leachates captured from municipal landfills.

"***Indirect discharge***" or "***discharge***" means the introduction of pollutants into a POTW from any domestic or non domestic source.

"***Industrial waste***" means liquid waste and a waterborne liquid, gaseous, or solid substance, excluding sewage discharged from sanitary conveniences that is not commingled with wastewater containing industrial waste, discharged or disposed of from an industrial, manufacturing, trade, or commercial establishment, including a nonprofit organization, governmental agency, or business activity.

"***Interference***" means a discharge that, alone or in conjunction with a discharge from another source, inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use, or disposal, or causes a violation of the TPDES permit.

"***Medical Waste***" means isolation waste, an infectious agent, human blood and blood by-products, pathological waste, sharps, a body part, contaminated bedding, surgical waste, potentially contaminated laboratory waste or dialysis waste.

"***Non Domestic Wastewater***" means the liquid and water-carried industrial wastes from commercial buildings, industrial facilities, and institutions that enter the POTW.

"***Normal wastewater***" means wastewater that, after analysis, contains:

a concentration of biochemical oxygen demand in the waste not exceeding 200 milligrams per liter average over a 24 hour period or not contributing biochemical oxygen demand at a rate exceeding 1,668 pounds of biochemical oxygen demand per million gallons of wastewater daily;

a concentration of suspended solids in the waste not exceeding 200 milligrams per liter average over a 24 hour period or not contributing suspended solids at a rate exceeding 1,668 pounds of suspended solids per million gallons of wastewater daily; or

a concentration of chemical oxygen demand in the waste not exceeding 450 milligrams per liter average over a 24 hour period or not contributing chemical oxygen demand at a rate exceeding 3,735 pounds of chemical oxygen demand per million gallons of wastewater daily.

"***pH***" means a measure of the acidity or alkalinity of a solution expressed in standard units.

"***Pollutant***" means a substance that alters the physical, thermal, chemical, radiological, or biological quality or properties of water or that contaminates water to the extent that the water is rendered harmful to public health, safety, or welfare, including: dredged soil; solid waste; incinerator residue; filter backwash; sewage; garbage; sewage sludge; munitions; medical wastes; chemical wastes; biological materials; radioactive materials; heat; wrecked or discarded equipment; rock; sand; cellar dirt; municipal, agricultural and industrial waste; and certain characteristics of wastewater (including pH, temperature, suspended solids, turbidity, color, biochemical oxygen demand, chemical oxygen demand, toxicity, or odor).

"***POTW***" means a publicly owned treatment works owned by the District, including:

a device or system used in the storage, treatment, recycling, or reclamation of municipal sewage or liquid industrial wastes; and

equipment, sewer lines or pipes conveying wastewater to a treatment plant; and

real property.

"***Prohibited Waste***" means a waste prohibited from discharge to the POTW except in accordance with these regulations.

"***Sewage***" means human excreta and gray water.

"***TCEQ***" means the Texas Commission on Environmental Quality.

"***TPDES***" means the Texas Pollutant Discharge Elimination System program with authority to issue, modify, revoke, terminate, reissue, and enforce permits and pretreatment standards.

"***Transporter***" means a person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap Waste in accordance with 30 Texas Administrative Code 312.142.

"***TSS***" means the value of the test for total suspended solids, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater".

"***User***" means any person, including those located outside the District, who contributes causes or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

"***Waste***" means one or more pollutants.

"***Wastewater***" means treated or untreated liquids and waterborne waste, drainage water, and sewage from a residential dwelling, commercial building, industrial and manufacturing facility, or institution that is discharged to the POTW.

II. PROHIBITION AGAINST DISCHARGE.

A person may not discharge pollutants to the POTW that cause:

a treatment plant upset;

pass through or contribute to pollution of the POTW's receiving waters;

interference with the operation of the POTW;

the POTW to be in violation of the TPDES permit;

damage to the POTW;

a hazard to property, public health, or safety;

the ambient air quality of the POTW to exceed standards established by federal, state, or local law;

a violation of a permit issued under these regulations;

the concentration of pollutants in the POTW or in the POTW's sludge to exceed allowable limits; or

a flow rate or quantity that exceeds the carrying capacity of the collection system.

Except as authorized by these regulations, a person may not discharge to the POTW the following:

a solid or viscous substance including ash, cinder, sand, concrete, mud, straw, shavings, metal, glass, rags, feathers, tar, asphalt, plastic, rubber, rubber products, wood, whole non-human blood, paunch manure, hair and flesh, entrails, lime slurry, lime residue, carbide waste, slops, chemical residue, paint residue, asbestos, bulk solids, grass clippings, or tree trimmings;

a flammable or explosive liquid, solid, or gas, and similar substance that could create a fire or explosive hazard in the collection system or the POTW, including a waste stream with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Centigrade), tested in accordance with 40 CFR 261.21;

a pollutant regulated under a categorical pretreatment standard promulgated by EPA in a concentration or amount exceeding allowable limits;

a substance causing heat in the POTW at a temperature of 120 degrees Fahrenheit (48.9 degrees Centigrade) or higher, or at a temperature that inhibits biological activity in the POTW if the discharge causes interference, or an increase in the temperature of the influent to a treatment plant to 104 degrees Fahrenheit (40 degrees Centigrade) or higher;

garbage other than comminuted garbage;

wastewater containing a noxious or malodorous liquid, gas, solid, or substance that, independently or interactively creates a public nuisance, or hazard to public health and safety, or prevents entry into the sanitary sewer for maintenance or repair;

a pollutant that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity or concentration that creates a danger to public health or safety;

an acid, alkali, or substance with a pH value lower than 6.0 or higher than 11.5 standard units, or that corrodes or damages the POTW;

petroleum oil, non-biodegradable cutting oil, or a product of mineral oil origin in an amount that causes interference or pass through;

waste containing a prohibited pollutant trucked or hauled from its point of origin, except as approved by the District's utility manager;

waste removed from a pretreatment facility or private sewage facility, except at discharge points designated by the District's utility manager;

phenol or a similar substance in concentrations that produce odor or taste in the POTW's receiving waters, if the receiving waters are used as drinking water;

wastewater containing radioactive materials in concentrations greater than allowed by current regulations of the Texas Department of Health or other agency of competent jurisdiction;

a solid or viscous pollutant in a quantity or concentration that could obstruct the flow in the POTW or result in a sanitary sewer overflow or interference;

a pollutant or oxygen demanding pollutant discharged at a flow rate or concentration that could interfere with the POTW, or is not treatable;

a pollutant, dye water, vegetable tanning solution, whole blood, or a substance that causes untreatable color in the POTW effluent;

medical wastes;

sludge, screenings or other residues from the pretreatment of industrial waste or other prohibited waste, except as authorized by the District's utility manager;

wastewater containing pollutants that cause the POTW effluent to fail a toxicity test;

waste containing detergent, a surface active agent, or a substance that could cause excessive foaming in the POTW or its effluent;

wastewater causing a single meter reading of more than ten percent of the lower explosive limit on an explosion hazard meter;

antifreeze or a coolant solution used in a vehicle or motorized equipment;

an enzyme, chemical, or other agent that allows fat, oil, grease, or a solid to pass through a pretreatment facility;

drainage water; and

ground water.

III. PRETREATMENT REQUIREMENTS.

Pretreatment Required. A person generating wastewater containing prohibited waste discharged to the POTW must pretreat the prohibited waste in compliance with the discharge standards, local limits, and requirements established in these regulations, or otherwise lawfully dispose of the

prohibited waste. All pretreatment facilities, methodologies, processes, technologies, and any modifications thereto, must be approved in writing in advance by the District's utility manager.

Permit Required.

A person must obtain a permit from the District's utility manager before discharging wastewater containing prohibited waste to the POTW. A person shall not discharge wastewater from a pretreatment facility except as allowed by a permit issued by the District's utility manager.

A person seeking a permit must complete and file an application for a permit with the District's utility manager on the form attached as **Exhibit "A"**, including any other information requested by the District utility manager or engineer, and pay the application fee established in the District's Rate Order.

A person assuming ownership, occupancy, or management of a premises covered by an existing permit must apply for a transfer of the existing permit with the District's utility manager on the form attached as **Exhibit "A"** and pay the application fee established in the District's Rate Order no later than the 30th day before the proposed transfer.

The District's utility manager may set permit pretreatment standards more stringent than those contained in these regulations, local, state, or federal regulation, if the District's utility manager determines that the standards are necessary to protect the POTW.

The District's utility manager may revoke a permit if a person violates these regulations, or other federal, state, or local wastewater pretreatment regulation.

A person is not required to obtain a permit for a location that only discharges sewage.

Pretreatment Plan. A person required to pretreat waste or wastewater before discharge to the POTW, must submit complete plans and specifications for the pretreatment system to the District's utility manager before installation of the system. A pretreatment plan must describe the proposed pretreatment method, process, or technology, including products, chemicals, agents, or devices used for pretreatment.

Inspection; Testing. A person may not discharge wastewater to the POTW from or through a pretreatment facility until the facility's design, size, construction plan, installation, and connection to the POTW has been inspected and approved by the District's utility manager. The District's utility manager may require a pretreatment facility, process, device, agent, or product to be tested prior to use or commencement of a discharge to the POTW.

Records Retention. A person discharging wastewater containing prohibited waste to the POTW or disposing of waste off-site must retain and make available for inspection and copying by the District's utility manager all records and information required under these regulations. Unless federal or state law requires information to be retained for a longer period, records must be maintained for at least three years from the date the record is created. Records must include the date, exact place, method, and time of sampling and the name of person(s) taking the sample, the dates analyses were performed, who performed the analyses, the analytical technique or method used, and the results of the analyses.

Site Inspections and Access. It is a condition of the privilege to discharge into the POTW that Users permit the District's utility manager to enter upon the User's premises to examine and inspect the wastewater treatment facilities required herein and the records required to be kept by these regulations. Refusal to permit any such inspection or copying will constitute grounds for immediate revocation of permit and termination of water service.

IV. GREASE TRAPS, INTERCEPTORS, SEPARATORS, AND HOLDING TANKS.

General.

Grease traps, interceptors, separators, or holding tanks are required for the proper handling of wastes containing grease, oil, sand, and other harmful pollutants that may interfere with the operation and maintenance of the POTW. All grease traps, interceptors, separators, or holding tanks must be constructed and maintained in accordance with all applicable laws, rules, and regulations.

All restaurants, institutions, cafeterias, or other establishments preparing or serving food to the general public must install and maintain a grease trap for the efficient removal of oil and grease from the waste stream. The design and installation of such devices is subject to review and approval by the District's utility manager.

All vehicle wash areas must equipped with interceptors and oil separators for the removal of oils, grease, and sand and other solids. The design and installation of such devices are subject to review and approval by the District's utility manager.

Holding tanks must be provided for waste oils and other objectionable waste that is prohibited from being discharged into the POTW, such as phosphates and vegetable debris. Holding tanks must be constructed to prevent leakage and splashing and must be equipped with secondary containment to prevent spills during operation and cleaning. Holding tanks must be maintained to preclude odor and other nuisances and must not be connected to the POTW or in any other way allowed to be discharged to the POTW.

Existing Facilities.

Existing facilities required by these or other applicable regulations to maintain a grease trap, interceptor, or separator not equipped with (a) an adequately-sized treatment unit, or (b) the required pretreatment device for the type of business or use must, within six months after the effective date of these regulations, install an adequately-sized grease trap, interceptor, or separator in accordance with these regulations.

Where, in the opinion of the District's utility manager, an existing grease trap, separator, or interceptor or the absence of a grease trap, separator, or interceptor poses a serious threat or an on-going problem to the sanitary sewer, is a public nuisance, or poses a threat to public health or to the environment, the District's utility manger may require a grease trap, interceptor, or separator to be installed or replaced, as applicable.

If a food establishment or any other facility requiring a grease trap, interceptor, or separator ceases operation, then such establishment or facility must be in compliance with these regulations before reopening.

New Businesses. New businesses required by these or other regulations to maintain a grease trap, interceptor, or separator must install such unit prior to commencement of discharge to the POTW.

General Specifications. The following specifications are minimum requirements only. Each User must have a grease trap, interceptor, or separator designed, installed, and maintained in such a manner that will produce an effluent in compliance with the requirements of these regulations.

Grease traps, interceptors, and separators must meet or exceed the more stringent of specifications and requirements set forth in these regulations and other applicable local, state, or federal requirements.

An existing grease trap, interceptor, or separator that is upgraded or replaced must meet or exceed the specifications set forth in these regulations and other applicable local, state, or federal requirements.

When a Non Domestic Wastewater User required under these regulations to have a grease trap, interceptor, or separator occupies an existing building, the grease trap, interceptor, or separator must meet or exceed the requirements in these regulations and other applicable local, state, or federal requirements.

Grease traps, interceptors, and separators must be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature and capable of withstanding the traffic load where installed.

Grease traps, interceptors, and separators must be installed outside the building wherever possible. When it is impossible to locate a grease trap outside the building, the trap must be located in a mechanical room or other separate area where no food is stored or processed.

Grease traps, interceptors, and separators must be located so as to be readily and easily accessible for cleaning and inspection and must be equipped with easily removable covers.

Manhole rings and covers, not less than 24 inches in diameter, must be installed in the lid of each compartment to facilitate easy access for cleaning and inspection. Manholes must be placed so that all internal piping is accessible for maintenance and inspection. The cover must be at or near, but not below, the finished grade.

When an existing interceptor or separator is located inside a vehicle wash bay, the first chamber must be preceded by a grated catch basin with openings not greater than one-half inch in diameter or must be equipped with a grated cover with openings not greater than one-half inch in diameter so that no solid material greater than one-half inch diameter may enter the chamber. The cover on the secondary chamber must be water tight. When the interceptor or separator is preceded by a grated catch basin, all covers on the separator must be watertight.

Grease traps must have a total liquid capacity of not less than 500 gallons unless the User has demonstrated and received approval from the District's utility manager for a smaller capacity. Interceptors must have a total liquid capacity of not less than 50 gallons. Separators must have a total liquid capacity of not less than 500 gallons. Grease traps and separators must be constructed with a minimum of two compartments. The primary compartment must have a detention time at peak flow of not less than 15 minutes. The secondary compartment must have a detention time at peak flow of not less than five minutes.

Plans for new grease traps, interceptors, and separators or modifications to existing grease traps, interceptors, and separators must be submitted to the District's utility manager and plumbing inspector for review and approval before installation. A description of plumbing fixtures draining to the device, the number of fixture units as determined by the plumbing inspector and the calculations used to determine the proposed capacity must be included in the submittal.

All grease traps, interceptors, and separators must be equipped with an approved sampling port immediately downstream of the treatment facility. Existing facilities without an approved sampling port must be equipped with an approved sampling port within six months after the effective date of these regulations. Sampling ports must be easily accessible and safely located and must be constructed in accordance with plans approved by the District's utility manager. Sampling ports must be inspected by the District's utility manager prior to use. Sampling ports shall be installed by the User at its expense and must be maintained by the User so as to be safe and accessible at all times. Sampling ports must be constructed to exclude the entry of stormwater and groundwater and exit of wastewater (prevention of infiltration/inflow, exfiltration/exflow).

Grease traps, interceptors, separators, and sampling ports must be installed by a licensed plumber. Completed grease traps, interceptors, and separators will be subject to inspection by the District's utility manager and plumbing inspector prior to connection to the POTW.

Grease Trap Specifications.

All liquid waste lines in food preparation and dishwashing areas, except lines from rest room facilities, cooling unit condensate, ice maker, and soft drink dispenser drain lines, must discharge through the grease trap.

Grease traps will be sized according to the following criteria:

All fixtures with a potential to carry grease-bearing waste must be plumbed to the grease trap.

The following fixture unit counts will be assigned to each different kind of fixture:

Kind of Fixture	trap and trap Arm Size	Fixture Units
3 compartment sink	1½", 2"	3, 4
2 compartment sink	1½"	2
Dishwasher	2"	4
Garbage grinder	2"	4
Wok Stove	2"	4
Hand Sink	--	0
Mop Sink	--	0
Floor Drains (2", 3", 4")	2", 3", 4"	2, 3, 4
Floor sinks (3", 4")	3", 4"	3, 4

Notes: Hand sinks and mop sinks are not required to be plumbed to the grease trap. For indirect waste systems where hub drains and floor sinks are used as receptors for dishwashers, 2- and 3-compartment sinks, etc., the fixture unit must be twice the floor sink or hub drain fixture unit count. In such cases, the fixture count for the indirect waste source is not counted.

The minimum flow rating of the grease trap is calculated by multiplying the total fixture unit count times three gallons/minute.

The minimum liquid holding capacity of the trap is calculated by multiplying the grease trap flow rating (in gallons per minutes) times twelve minutes.

Facilities using dishwashers, wok stoves, or garbage grinders are required to install 2-compartment traps with a 12-minute total retention time.

Upon approval from the District's utility manager, fixtures receiving non-grease-bearing wastes may be drained through a grease trap, but will not be included for grease trap sizing (*i.e.*, condensate for coolers).

The minimum size of grease traps will be determined according to the number of fixture units draining through the device, but will, in no case, have a total liquid capacity of less than 500 gallons unless the User has demonstrated and received approval from the District's utility manger

for a smaller capacity. If the District's utility manager has not approved a smaller capacity, then the capacity will be determined as follows:

The total number of fixture units multiplied by 150 gallons will determine the minimum total liquid capacity.

The primary chamber must occupy three-fourths of the total liquid capacity.

The dividing wall between each chamber must completely divide the chambers (extend top to bottom) except when the specific design of the separator provides for underflow, in which case, the wall must not be greater than 12 inches from the bottom, between the chambers rather than the flow traveling through a pipe.

Grease traps must be designed and constructed in accordance with the following criteria:

The trap must be constructed in accordance with the Plumbing Code, as defined in the District's rate order, and installed in a manner acceptable to the District's utility manager (no exceptions).

The trap must have two compartments.

While operating at the trap's rated flow capacity, the first compartment must provide a retention time of no less than seven minutes, and the second compartment must provide a retention time of no less than five minutes, for a minimum total of 12 minutes.

trap inverts and vents must be external to the compartments.

The flowline to the trap (upstream of inlet invert) must be at least three inches above the static water level of the tank.

The trap vent must be at least three inches above the static water level of the tank.

The trap inlet must be at least 24 inches below the static water level of the tank, and the trap outlet must be at least 12 inches above the floor of the tank.

Adequate flow diffusion features must be provided to distribute flow evenly throughout the grease trap. Examples of such features include a flow diverter plate in the primary compartment and "tee" piping on the tank outlet.

Each trap compartment must be accessible for cleaning and inspection purposes (no exceptions).

traps must be equipped with double cleanouts on the outside of the trap in both the influent (prior to the trap) and effluent (after the trap) pipes. The influent must enter each chamber, and the effluent must discharge from, below the static water level in accordance with the following:

The influent line into all chambers must terminate no more than 18 inches from the bottom of the chamber.

The effluent from all chambers must discharge from the lower 12 inches of the chamber.

There must be no openings in any influent or effluent pipe that will allow liquid to enter or exit the chamber at any point other than the intake or discharge point of the pipe.

The static water level must be maintained throughout the entire trap.

Except as otherwise specified, exceptions to the foregoing criteria may be approved by the District's utility manager prior to grease trap installation upon submittal of all applicable engineering drawings and supporting performance data. Metal grease traps of alternative designs may be approved for sites requiring grease traps of 250 gallons or less.

Interceptor and Separator Specifications.

Automatic car or truck washes and coin-operated wash bays, drive-in or drive-through wash bays, hand wash bays, and other areas where vehicles are washed must be equipped with an interceptor and a two-stage separator. The interceptor and the separator must function as separate units. An adequately-sized interceptor must be provided for the removal of sand, grit, and other objectionable solids from the waste stream. An adequately-sized, two-stage separator must be provided for the removal of oil and grease from the waste stream. Interceptors and separators must be minimally sized in accordance with the specifications outlined in these regulations. Minimum sizing for any interceptor or separator may be increased at the discretion of the District's utility manager when necessary to protect health, safety, and property or to carry out the purposes and intents of these regulations.

Interceptors must have a minimum detention time of not less than five minutes. The minimum size will be in accordance with the specifications outlined in this section. Interceptors may be located inside the wash bay and may be equipped with a grated cover provided the openings in the cover are not greater than one-half inch diameter or per side of a rectangle. When located inside the wash bay, the District's utility manager may require a larger capacity interceptor to be installed to facilitate efficient sand and grit removal. Covers must be easily removable for cleaning and inspection. When located outside the wash bay, the interceptor must be equipped with solid, watertight covers on each chamber and must be preceded by a catch basin, located inside the bay, equipped with a grated cover with openings not greater than one-half inch diameter or per side of a rectangle. Covers must be easily removable for cleaning and inspection. The inlet and outlet lines must be designed and installed to provide uniform flow and stilling in the interceptor and to preclude sand from passing through the interceptor. When a down pipe is provided at the inlet, the pipe must extend into the interceptor a distance not less than one-third from the static water level to the bottom. The discharge pipe must extend into the interceptor a distance not less than one-third from the static water level to the bottom.

Separators must be located outside the wash bay and must be equipped with solid, watertight covers on all chambers. Covers must be easily removable for cleaning and inspection. The influent must enter each chamber, and the effluent must discharge from, below the static water level in accordance with the specifications outlined in these regulations. The influent line into all chambers must terminate no greater than 18 inches from the bottom of the chamber. The effluent from all chambers must discharge from the lower 12 inches of the chamber. There must be no openings in any influent or effluent pipe that will allow liquid to enter or exit the chamber at any point other than the intake or discharge point of the pipe. The static water level must be maintained throughout the entire trap.

Minimum sizing for interceptors will be 50 gallons per fixture unit draining into the interceptor, but not less that the minimum sizes outlined below:

Manual hand wash bay or portable washer	50 gal/F.U. but not less than 50 gal/day
Coin Operated self service wash bays	50 gal/F.U. but not less than 50 gal/bay
Automatic (drive-in & drive through)	50 gal/F.U. but not less than 50 gal/bay

Minimum sizing for separators will be 150 gallons per fixture unit draining into the separator, but not less that the minimum sizes outlined below:

Portable Washer	Greater of 500 gal or 150 gal/F.U.
Single coin-operated wash bay	Greater of 500 gal or 150 gal/F.U.
Manual hand wash, single bay only	Greater of 500 gal or 150 gal/F.U.
Multiple coin-operated or manual hand wash bays	Greater of 1000 gal + 200 gal/bay or 150 gal/F.U.
Drive-through wash bay	Greater of 500 gal/bay or 150 gal/F.U.

The primary chamber of the separator must occupy three-fourths of the total liquid capacity of the separator. The dividing wall between each chamber must completely divide the chambers (extend top to bottom) except when the specific design of the separator provides for underflow not greater than 12 inches between the chambers rather than the flow traveling through a pipe.

Holding Tank Specifications. Holding tanks must be constructed and maintained to prevent discharge of waste cooking oils, motor oils and other oils and fluids that are prohibited from being discharged to the POTW. Holding tanks must not be connected to the sanitary sewer or in any other way be allowed to discharge to the POTW. Holding tanks must be provided with secondary containment capable of containing not less than 110% of the capacity of the holding tank or the capacity of the largest tank plus water from a maximum 24-hour/10-year rainfall event if exposed to rainwater, whichever is greater. Secondary containment must be constructed so as to control spills or splashes during operation and maintenance and leaks. Secondary containment must not be connected to any POTW or storm drain and must not be allowed to drain onto public or private property or to the waters of the United States.

Operation and Maintenance.

Operation and maintenance responsibilities:

Grease traps, interceptors, separators and holding tanks must be operated in a safe and secure manner at all times.

Areas surrounding grease traps, interceptors, separators, and holding tanks must be maintained to facilitate immediate access to the unit for cleaning and for inspection by the District's utility manager at all times.

Grease traps, interceptors, and separators must be maintained in continuously efficient operation by the User at its expense and must produce an effluent in compliance with these regulations.

A User may not remove any down pipes or otherwise alter a grease trap, interceptor, or separator in any way that allows oil, grease, sand, or other objectionable materials to pass through the device into the POTW.

When the District is required to clean associated public sewers caused by inappropriate operation or maintenance, inadequate design or installation, or inappropriate alteration of a grease trap, interceptor, or separator, costs of such cleaning will be billed to the User. When several Users are discharging to the same sewer line, all of the Users will be equally liable except when a User provides written proof acceptable to the District's utility manager that its discharge could not have been a contributing factor. Proof will include a demonstration of adequate sizing and installation; appropriate cleaning (as documented by manifests and inspection documentation) and valid analysis of a sample of the discharge collected within one week of the sewer cleaning activities. Analysis of samples collected after sewer line cleaning will be accepted only when the grease trap, interceptor, or separator has been properly maintained and was not cleaned within 30 days of the sewer cleaning activities.

A User may not increase the use of water or in any other way attempt to dilute the waste stream in lieu of adequate treatment.

The addition of hot water or the use of emulsifiers, chemicals, or other agents or devices that may cause oil, grease, or sand to pass through a treatment facility or into the POTW sewer collection system is strictly prohibited.

Areas surrounding a grease trap, interceptor, separator, or holding tank must be kept clean and free of grease and odors and other materials at all times. Materials must not be splashed, spilled, allowed to overflow, or otherwise placed on the area surrounding a grease trap, interceptor, or separator. In the event that materials are spilled, splashed, overflowed, or otherwise placed on the surrounding area, the User must assure that the materials are promptly cleaned from the area and properly disposed.

Grease traps, interceptors, separators, and holding tanks must be fully evacuated of all contents during cleaning. If the capacity of the grease trap, interceptor, separator, or holding tank is greater than the capacity of the transport vehicle such that full evacuation is not possible in a single load, then the Transporter and the User must assure that the contents are fully evacuated within 24 hours. No liquid waste may be returned to the grease trap, interceptor, separator, or holding tank after or during cleaning, either from the same or other grease trap, interceptor, separator, or holding tank. During cleaning, grease residue must be removed from piping and walls and the piping and walls must be inspected to assure that the integrity of the device is maintained.

Materials removed from grease traps, interceptors, separators, and holding tanks must be utilized by industry, recycled, or disposed at a facility at which the owner or operator agrees to receive the wastes and that has documentation verifying that the facility meets all requirements of the state and federal authorities. All wastes must be disposed in a suitable manner in accordance with applicable federal, state, and local laws.

Users required to maintain grease traps, interceptors, separators, or holding tanks must establish a system of training designed to provide employees with appropriate instruction on the proper use of such facilities. Such training system must provide employees at all levels of responsibility with a complete understanding of the operation and maintenance of the pretreatment device and the relation between appropriate waste disposal and efficient operation of the pretreatment device. The training system should include:

The importance and methods of good housekeeping practices;

Acceptable waste disposal practices, including proper disposal of different types of wastes;

Procedures for preventing prohibited discharges; and

The proper response to and notifications in case of spills or other accidental discharges.

Periodic training sessions must be conducted to assure that employees understands the essential elements of the system. New employees must be trained immediately upon employment. Users required to maintain grease traps, interceptors, separators, or holding tanks must keep documentation of training available for inspection.

Grease Trap Treatment Products.

Use of grease trap treatment products, including bacteria, designed to digest the grease, is specifically prohibited without prior written consent of the District's utility

manager. Use of such products will be considered only when a valid screening test, showing the product's ability to treat the waste and to produce an effluent in compliance with these regulations, has been performed in accordance with the methods outlined by the District's utility manager. Screening tests for grease trap treatment products will be designed by the District's utility manager, and the results of screening tests will be subject to technical review by the District's utility manager. All costs of screening tests will be borne by the User regardless of whether the product is approved for use. If a product is approved for use, each User must obtain written permission from the District's utility manager to use the product. The District's utility manager may revoke permission to use such products when the effluent from the grease trap or basin in which the product is used fails to meet the requirements of these regulations.

Use of accepted grease trap treatment products will not relieve the User of minimum cleaning requirements set forth in these regulations.

Use of accepted grease trap treatment products may subject the User to monthly surcharge fees when such usage causes the effluent concentrations to exceed the definition of Normal Wastewater. Surcharge fees may be levied for BOD, COD, TSS, or ammonia.

Inspection and Cleaning Schedules.

Inspection, cleaning, and other necessary maintenance of grease traps, interceptors, separators, holding tanks, and other related facilities must be conducted as often as needed to assure that the discharge is in compliance with the provisions of these regulations, but in no event less than once per 90 days. In no case will accumulated grease, oil, or sand be allowed to occupy more than 25% percent of the capacity of the first stage.

The physical condition of the grease trap, interceptor, or separator (piping, internal walls, sidewalls, etc.) must be inspected by the User each time the facility is cleaned. Repairs, if needed, must be made prior to further use. Repairs or modifications must be approved by the plumbing inspector and must not be made without the appropriate governmental permits. Inspection must be conducted by the plumbing inspector after repair and prior to refilling or use. A copy of the inspection tag issued by the plumbing inspector must be maintained on-site by the User, and the User must send a separate copy to the District's utility manager. Documentation of repairs must be submitted to the District's utility manager within 30 days after the date of repair or earlier if specified in a notice of deficiency or other document issued by the District's utility manager.

Grease traps, interceptors, and separators must produce an effluent in compliance with these regulations at the User's pumping schedule. Schedules inadequate to produce compliant effluent must be upgraded as often as necessary, up to and including daily. Upgraded grease traps, separators, and interceptors must meet all requirements set forth in these regulations.

A User must have any grease trap, interceptor, or separator cleaned when directed to do so by the District's utility manager. Failure to comply within 48 hours will be grounds for the District to perform the cleaning and to bill the User for all costs and expenses incurred by the District.

Cleaning Schedule Extensions.

A User may apply for an extension of the cleaning schedule required by these regulations by submitting a written application to the District's utility manager setting forth the following information:

The name and address of the facility;

Name and telephone number of the facility contact;

Normal business hours;

The type of business;

The type of treatment unit and the capacity, in gallons;

A brief description of the treatment unit;

The time(s) of day that the greatest hydraulic and organic loadings to the treatment unit normally occur;

The date of the most recent cleaning and inspection of the unit;

A statement of the physical condition of the unit;

A copy of the cleaning and maintenance records for the treatment unit for the previous 12 months;

When applicable, the name of any treatment products used and a copy of the District's approval letter for the use of the product;

The date(s) that the User proposes to collect the samples;

The times that each sample will be collected;

The name, telephone number, and qualifications of the person who will collect the samples;

The name and telephone number of the laboratory that will analyze the samples; and

Any other information requested by the District's utility manager.

The District's utility manager must approve the proposed sampling schedule prior to initiation of the sampling and analyses. The User must certify that the sampling schedule will be carried out as submitted or as approved. The District's utility manager may modify a sampling schedule as deemed necessary.

The User must provide analytical results for not less than four oil and grease analyses for samples collected during peak flow periods through the unit during the normal working hours of a 24-hour period. Samples must be collected at an approved sampling port and must be collected by a qualified person properly trained in the collection and handling of wastewater samples. Samples must be collected 70 to 75 days after the most recent cleaning. Samples must be analyzed, separately, by a reputable laboratory using approved analytical procedures. The User must submit a copy of the laboratory analytical reports, including quality control data and appropriate chains of custody. Incomplete or unverifiable results will not be considered.

The District's utility manager may grant a cleaning schedule extension on a case-by-case basis when the User has demonstrated, with defensible analytical results, the specific device will produce an effluent in consistent compliance with these regulations if the extension is granted. The following extensions may be granted:

A 30-day extension may be granted when the average oil and grease concentration of the analyses is less than 70% of the concentration limit and no single concentration exceeds 80% per cent of the concentration limit.

A 60-day extension may be granted when the average oil and grease concentration of the analyses is less than 55% of the concentration limit and no single concentration exceeds 65% per cent of the concentration limit.

A 90-day extension may be granted where the average oil and grease concentration of the analyses is less than 40% of the concentration limit and no single concentration exceeds 50% of the concentration limit.

In no case, will an extension greater than 90 days be granted.

Extensions granted will begin on the date that the samples for which results were submitted were collected, as documented on the chain of custody.

When an extension has been granted, the unit must consistently produce an effluent in compliance with the terms of these regulations. The District's utility manager will have the right to collect and analyze samples of any User's discharge and may revoke, without notice, any extension when appropriate for the proper operation of the POTW.

When an extension has been granted and the results of any sample analysis exceeds of the oil and grease limitation by 25% or more, the User must immediately clean and inspect the device and return to the original cleaning schedule.

When an extension has been granted and the results of any sample analysis exceeds of the oil and grease limitation by less than 25%, the User must immediately clean and inspect the device and increase the established cleaning frequency by at least 30 days.

When an extension has been granted and the District is required to clean associated public sewer lines and the stoppage is traceable to or known or suspected to be caused by the User's facility, the User must immediately clean and inspect the trap and return to the original cleaning schedule.

V. SURCHARGE FOR EXTRA STRENGTH WASTEWATER.

A person discharging extra strength wastewater to the POTW must pay a monthly surcharge in addition to a usual monthly sewer service charge. The District's utility manager will calculate the surcharge using cost factors based on the capital and operating cost of wastewater facilities necessary to treat extra strength wastewater to reduce excessive BOD, COD, and TSS, in accordance with the category formulas set out in this section.

Abbreviations and numeric values in this section mean:

S: surcharge in dollars that will appear on the customer's monthly bills;

V: wastewater billed in millions of gallons during the billing period;

8.34: pounds per gallon of water;

A: unit charge in dollars per pound of biochemical oxygen demand, as set forth in the District's Rate Order;

BOD: biochemical oxygen demand strength in milligrams per liter by weight;

200 in the biochemical oxygen demand calculation in the biochemical oxygen demand formula means normal biochemical oxygen demand strength in milligrams per liter by weight;

B: unit charge in dollars per pound for suspended solids, as set forth in the District's Rate Order;

SS: suspended solids concentration in milligrams per liter by weight;

200 in the suspended solids calculation in the biochemical oxygen demand and chemical oxygen demand formulas means normal suspended solids concentration in milligrams per liter by weight;

C: unit charge in dollars per pound for chemical oxygen demand, as set forth in the District's Rate Order;

COD: chemical oxygen demand strength in milligrams per liter by weight; and

450: Normal chemical oxygen demand strength in milligrams per liter by weight.

The District's utility manager will use the following BOD category formula to derive a surcharge for extra strength wastewater having a COD concentration of less than 2.25 times that of the BOD concentration: $S = V \times 8.34 (A [BOD - 200] + B [SS - 200])$.

The District's utility manager will use the following COD category formula to derive a surcharge for extra strength wastewater having a COD concentration of 2.25 or more times that of the BOD concentration: $S = V \times 8.34 (C [COD - 450] + B [SS - 200])$.

The District's utility manager may not assess a surcharge for one or more categories if the strength or concentration for BOD, TSS, or COD is lower than or equal to the normal strength wastewater for that category.

The District's utility manager may periodically reevaluate a unit charge based on flow rate, BOD, COD, and TSS and adjust a surcharge to reflect an increase or decrease in wastewater treatment and other applicable costs.

The District's utility manager may assess a surcharge against a person who discharges extra strength wastewater to the POTW based on the person's site-specific wastewater discharge quality and quantity data, or a surcharge classification system.

A person discharging wastewater to the POTW must notify the District's utility manager of major changes in operation that may affect the quantity or quality of wastewater discharged. If the person does not notify the District's utility manager of a change that results in a lower surcharge, the District's utility manager will base the surcharge on the data available to the District's utility manager at the time the surcharge is billed.

A person who discharges waste with a concentration of one or more categories of BOD, COD, or TSS lower than or equal to normal strength wastewater is not entitled to credit for the total surcharge assessed by the District's utility manager.

The District's utility manager may periodically reevaluate flow rate, BOD, COD, or TSS data based on site-specific discharge data or a classification system and adjust a specific User's surcharge to reflect any change in the discharge.

EXHIBIT "A"

Wastewater Discharge Permit Application

Mail To: Crossroads Utility Services LLC
2601 Forest Creek Drive
Round Rock, Texas 78665-1232

Business Name: _____
Service Address: _____
Mailing Address: _____

Operator Name: _____

Owner Name: _____
Address: _____

Contact Person: _____

Phone#: _____ Fax #: _____

Type of Business: _____
(Restaurant, Laundry, Service Station, Garage, Office, Bakery, Photo Lab, Manufacturing, etc)

Waste Processes: _____
(Equipment/Floor Washing, Cooling, Metal Finishing, X-Ray/Photo Waste, Utility Blowdown, etc.)

Major Chemicals Used: _____
(Soaps, Detergents, Caustics, Solvents, Acids, Metal Salts, Cyanides, etc.)

Water Consumption (gallons/month): Estimate _____ Actual _____

Wastewater Average (gallons/month)): Estimate _____ Actual _____

Please describe types of waste generated that are not discharged to the sanitary sewer, the amount generated, method of disposal, and location of disposal.

Waste generated	Amount generated	Method of disposal	Location of disposal

Please provide a Responsible Corporate Officer, and/or the Duly Authorized Representative as designated signatory authority of the facility. This must be a person having legal responsibility for the overall operation of the discharging facility. The designated signatory shall be a person who is thoroughly familiar with the facts reported on this form and can be contacted by the District's utility manager.

Responsible Corporate Officer: _____

Title: _____

Address:_____

City:_____ State:_____ Zip:_____

Phone: _____ Fax: _____

Duly Authorized Representative:_____

Title:_____

Address:_____

City:_____ State:_____ Zip:_____

Phone: _____ Fax: _____

Certification Statement:

I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signed: _____

Name:_____

Title:_____

Date:_____

Exhibit B

Texas Commission on Environmental Quality
Customer Service Inspection Certificate

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	☐
Existing service where contaminant hazards are suspected	☐
Material improvement, correction or expansion of distribution facilities	☐

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

Compliance	Non-Compliance		
☐	☐	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
☐	☐	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
☐	☐	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
☐	☐	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
☐	☐	(5)	Plumbing installed on or after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment.
☐	☐	(6)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

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

Service lines:	Lead ☐	Copper ☐	PVC	Other ☐
Solder:	Lead ☐	Lead Free ☐	Solvent Weld ☐	Other ☐

Remarks:	

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

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