

**SENNA HILLS MUNICIPAL UTILITY DISTRICT**  
**ORDER ESTABLISHING WATER AND WASTEWATER SERVICE RATES,**  
**CHARGES AND TAP FEES, AND**  
**ADOPTING GENERAL POLICIES AND RULES**  
**WITH RESPECT TO THE DISTRICT’S**  
**WATER, WASTEWATER AND DRAINAGE SYSTEMS**

**First Adopted August 28, 2008**  
**Last Amended on ~~October 30, 2020~~December 18, 2020**

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

Pursuant to Section 49.212 of the Texas Water Code, the Board of Directors (the “Board”) of Senna Hills Municipal Utility District (the “District”) is authorized to adopt and enforce all necessary rates, charges, fees, deposits, policies and rules for providing District facilities and services.

It is, therefore, ORDERED by the Board of the District as follows:

**1. General Policies.**

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

- i. “Connection” shall mean and refer to each residential unit and each commercial unit.
- ii. “District’s Representative” shall mean and refer to the general manager of the District, the engineer of the District or another representative or employee of the District acting pursuant to the direction of the general manager or the Board of Directors of the District.
- iii. “Rules” shall mean and refer to such rules and regulations as the District may adopt pursuant to the applicable sections of the Texas Water Code, and the District hereby adopts applicable sections of the Uniform Plumbing Code and the Water and Wastewater Standard Service Detail promulgated by the City of Austin Water and Wastewater Department, both as amended from time to time.
- iv. “Systems” shall mean and refer to the District’s water, wastewater and drainage systems.

b. All Services Required. Except as otherwise expressly authorized in the Rules, or as specifically approved by the Board of the District, no service shall be provided by or through the District’s Systems unless the service applicant agrees to take both water and wastewater service.

Construction or temporary meters will be allowed on an as needed and approved basis.

c. All Services Charged. At no time shall the District render water and/or sewer services without charge to any person, firm, corporation, organization or entity, except as may be otherwise approved by the District's Board.

d. Other Utilities. Prior to installing underground cables or pipes in the area of the District's water supply and sewer collection lines, representatives of utility companies shall meet with the District's Representative to file such company's construction plans and schedules and to review the engineering plans illustrating the location of the District's lines.

## **2. Connection to the District's Systems.**

### a. Applications for Connections.

i. Any party desiring to make a connection to the District's Systems shall first make an application to the District's Representative in the form approved by the Board of the District. The applicant shall, upon request, furnish the District's Representative with evidence that the party who will install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000.00 for bodily injury and \$50,000.00 for property damage, with an underground rider and a completed operations rider.

ii. The District's Representative shall review all applications for connections to the District's Systems. In the event that 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 Rules, and are in compliance with all terms and conditions of the Rules, the District's Representative may approve the application and the proposed connection, subject to such terms or conditions as the District's Representative deems necessary or convenient to accomplish the purpose and objectives of the Rules.

b. Payment of Fees. Any party desiring to make a connection to the District's Systems shall pay the connection fee required by the West Travis County Public Utility Agency ("WTC PUA") under the Water Services Agreement the District has with the WTC PUA. No connection shall be made until such fees are paid.

### c. Tap and Inspection Fees.

i. The District's water tap fee and sewer tap fee shall each be \$250.00 plus the cost of the water meter for a residential tap. A commercial water tap fee shall be \$375.00 plus 115% of the sum of the actual cost of the tap and meter.

ii. Commercial sewer tap fees and any sewer tap installation involving excavation of the sewer main shall be performed by the District or the District's contractor and charged to the commercial customer at cost plus 15%, in addition to the above sewer tap fee, unless extenuating circumstances dictate otherwise.

iii. If more than one (1) inspection is required before a tap is approved by the District, the fee for each additional inspection shall be \$50.00 (residential) and \$150.00 (commercial).

d. Security Deposit - Customer. A security deposit per connection shall be paid to the District's Representative prior to service by each customer for each water meter in the following amounts:

<u>Meter Size</u>	<u>Security Deposit</u>
5/8"	\$200.00 for owners and \$400 for renters
3/4"	\$200.00 for owners and \$400 for renters
1"	\$200.00 for owners and \$400 for renters
1-1/2"	\$250.00
2"	\$350.00
Over 2"	3 times estimated monthly usage as determined by District's Representative

Security deposits shall not be transferable and shall be held by the District to assure the prompt payment of all bills for water and wastewater services to the customer. In event of disconnection, the residential customer will be required to increase the security deposit by \$100.00 up to a maximum security deposit of \$500.00 for owners and up to a maximum security deposit of \$700.00 for renters. 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 shall be applied against amounts due, 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 shall be refunded to the customer. In no event shall the security deposit bear interest for the benefit of the customer.

e. Customer Service Inspections. The District's Representative will conduct inspections of new residential and commercial construction as required by the District and the Texas Commission on Environmental Quality ("TCEQ"). Inspections will include erosion, pre-site, cross-connection (slab line, wall line, fixture, final site survey) and customer service inspections ("CSI"). A fee of \$300.00 is required for such an inspection of a single-family residence. The fee required for such an inspection of any other site or improvement will be determined by the District's Representative based upon the size and scope of the project. In addition, cross connection (if required) and CSIs will be performed on all new residential irrigation systems, pools, spas, water purification systems, and similar systems. Fees for such inspections will be \$125.00. The applicable inspection fees will be paid at the time of purchase of the water and wastewater tap for the new construction. If an inspection is failed, a re-inspection fee of \$150.00 will be assessed for any residential re-inspection required. If the property is not accessible

for inspection at the time an inspection is scheduled, the inspection will be deemed to have been failed, and the re-inspection fee will be assessed. Building projects are required to have third-party plumbing inspections during 5 stages of construction. Such inspections shall be requested and coordinated through the District's Representative and the cost shall be determined by the District based on the scope or size of the project.

f. Security Deposit - Builders. Each residential builder shall make a one-time \$1,000.00 deposit covering each house it is building or intends to build within the District. Each commercial developer shall make a one-time deposit, in the amount of \$1,000.00 per Service Unit of its development. The District's Representative shall carefully monitor the development and construction activities covered by such deposits to make sure that the sewer and water service and drainage connections at each such property have been inspected and approved prior to any connection being covered. In any instance in which this procedure is not followed, the District's Representative shall require the builder to uncover the sewer or water or drainage service connection so that it may be inspected. Any cost to the District for additional inspections or other work resulting from a violation of this requirement, any fines or back charges assessed to the builder or commercial developer and any costs to repair District property due to damage caused by development and construction activities shall be deducted from the security deposit and the builder shall be billed for such amount as necessary to fully restore the full security deposit amount. The District's Representative will not approve a water or sewer tap for any such builder until such builder's security deposit has been reestablished at the full amount. A connection permit will be granted after inspection confirms that all requirements of these Rules have been met. The security deposit will be refunded when the builder finishes the building program within the District. In no event shall the security deposit bear interest for the benefit of the builder.

g. Additional Charges. Any non-routine charges incurred by the District in connection with any water tap, sewer tap and/or inspection shall be the responsibility of the applicant for such connection and shall be payable to the District upon demand. If a customer requests the District to investigate a problem with water or wastewater lines and the problem is found to be on the customer's side or originated on the customer's side of the connection, the District shall charge the customer a \$250.00 trip fee plus the actual costs incurred by the District for excavation, repair and inspection of the water or sewer lines and restoration of the affected areas, to be billed to the customer on the customer's next water bill and such amount shall be collected in the same manner as charges for water and wastewater services.

h. Easement Requirement. Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the District may require the applicant to provide it with a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easements shall not be used for the construction of production, storage, transmission or pressure facilities, unless they are needed for adequate service to that applicant.

i. Customer Responsibility.

i. The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption, and the necessary customer service pipe for sewer service from the place of consumption to the District's facilities. Customers will not be allowed to use the District's cutoff valve on the District's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers may be required to install and maintain a cutoff valve on their side of the meter.

ii. No direct connection between a public water supply system and any potential source of contamination or between a public water supply system and a private water source (ex. private well) will be allowed. A customer shall not connect, or allow any other person or party to connect, onto any water lines on his/her premises. All water connections on private property must be metered.

iii. A customer shall be liable for any damage or injury to District owned property shown to be caused by the customer or its employees, contractors, agents, guests or family members

iv. The customer is responsible for the maintenance of the water service line on the customer's side of the meter, after the line leaves the meter. The customer is responsible for the maintenance of the sewer service line, including removal of blockages on the customer's side of the tap into the District's sewer line for single family residences and, up to the customer's property boundary for all other customers. Prior to the District's work to determine the location of blockage of a sewer line, the District's Representative shall notify the customer in writing that should it be determined that the blockage is in customer's portion of the sewer line, that the District will stop all work and the customer will be responsible for hiring a plumber to complete the repairs. In such case, the customer shall be billed for all work performed by the District up to that time. Such charges shall be included on the customer's water bill and due and payable at the same time that the water bill is due. If such charges are not paid when due, the customer shall be subject to the procedures and charges in Section 3(e) herein. If the blockage is on the District's portion of the sewer line, the customer shall not be charged any costs by the District. The written notice to customer referenced above shall be a form approved by the District's attorney and shall require the customer's signature acknowledging and agreeing to the foregoing provisions. Refusal to sign the notice shall not relieve the customer of the obligations and charges stated herein. All sewer service lines must be maintained in a manner that prevents the infiltration of water or exfiltration of wastewater from the lines. If the facility is not properly maintained or repaired, the District may, but is not obligated to, maintain or repair the line and charge the expense to the owner(s) of the property. A failure to maintain or repair the sewer service line, or to pay the reasonable expenses incurred by the District in performing maintenance or repair, may subject the owner to termination of service.

The District's Representative will forward all customer claims based on sewer line blockage to the District's insurance company for a determination of liability, if any.

**3. Water and Wastewater Services.**

a. Applications for Service. Any party desiring to receive service from the District's Systems shall make an application for such service to the District's Representative in the form approved by the Board of the District. All applications shall be made by the resident or owner of the property for which service is being requested. Owners shall provide proof of ownership to the District's Representative upon request. Renters shall provide proof of a lease on the property to the District's Representative along with the name and contact information of the owner.

b. In-District Water and Sewer Service Rates. Homeowner's Associations shall not be charged for water or wastewater service. The following rates and charges for the sale of water and the collection and disposal of sewage shall be in effect for residential customers and commercial customers within the District from the effective date of this Order:

WATER RATES (Effective on December 2016 usage, beginning after meters are read on November 2016).

Monthly base charge shall be calculated as \$24.80 per Service Unit as specified in the table below.

Meter Size	Type	Service Units
5/8"	metering device	1
3/4"	metering device	1.5
1"	metering device	2.5
1 1/2"	positive displacement	5
1 1/2"	turbine	8
2"	positive displacement	8
2"	turbine	10
3"	compound	16
3"	turbine	24
4"	compound	25
4"	turbine	42
6"	compound	50
6"	turbine	92
8"	turbine	160
10"	turbine	250
12"	turbine	330

Rates per 1,000 gallons

0 – 20,000	\$5.00
20,001 – 30,000	\$7.00
30,001 – 45,000	\$9.00
45,001 – 60,000	\$10.00
60,001 – 75,000	\$12.00
75,001 - 90,000	\$14.00
90,001- 105,000	\$16.00
105,001 – 135,000	\$18.00
Over 135,000	\$20.00

EFFLUENT RATES (Effective on June 30, 2017).

Homeowner’s Associations shall not be charged for use of effluent.

All other customers wishing to use effluent must enter into a separate agreement with the District.

WASTEWATER RATES (Effective on December 2020 usage, beginning after meters are read on or about November 16, 2020).

Residential customers shall be charged as follows:

Base Charge: \$70.00 (includes first 10,000 gallons) plus \$2.85 per 1,000 gallons thereafter, and subject to the winter averaging provisions below.

Commercial customers shall be charged as follows:

Base Charge: \$70.00 per Service Unit (includes first 10,000 gallons) plus \$2.85 per 1,000 gallons thereafter.

c. General Provisions.

i. Bills for residential sewer service shall 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; or (ii) on the basis of the customer’s current monthly water usage, whichever is less.

ii. If a residential customer does not have an acceptable history of water usage during the preceding December, January and February, the customer’s monthly sewer bill will be calculated based upon: (i) the customer’s current monthly water usage; or (ii) on the basis of 9,000 gallons water usage per month, whichever is less.

iii. Bills for commercial sewer service shall be calculated based upon the customer's current monthly water usage.

iv. There shall be no sewer charge for separate irrigation meters.

d. Fire Hydrant Meter Fees. Applications for the purchase of water on a temporary basis from fire hydrants within the District shall be submitted to the District's Representative. The charge for each fire hydrant meter shall be \$150.00 per calendar month (or any partial calendar month) plus the volumetric charges above. A security deposit in the amount of \$2,500.00 shall be paid to the District's Representative at the time application is made for a fire hydrant meter. The security deposit shall be refunded to the applicant at the time the meter is returned in good working order, less any amounts due for damage to the meter. A violation of this metering requirement shall result in the offending party being subject to a fine in the amount of \$5,000.00 per violation. The District may deduct the amount of any fines imposed as a result of a builder's or contractor's violation of this requirement from the builder's meter deposit and if such meter deposit is inadequate from the builder's security deposit and may further require that the builder replenish each deposit by an amount equal to the total deducted. The rates for water usage from fire hydrants for fire abatement shall be equal to the first-tier rate of \$5.00 per 1,000 gallons. The amount of unmetered fire hydrant water usage to be billed shall be determined by the District's Representative.

e. Delinquent Accounts.

i. The District shall bill each customer monthly for all services rendered in the preceding month. All bills shall be due when rendered and shall become delinquent if not paid by the date specified in the bill. Any partial payment shall be applied to the oldest charges on the account regardless of whether the charges are for fines, late charges, water or wastewater service, or any other service or charge.

ii. A late charge of ten percent (the greater of \$5.00 or 10% of the amount of the bill) will be charged on bills not received by the due date. If a bill remains delinquent for thirty (30) days, or is paid with a check which is dishonored, water service shall be discontinued in accordance with this paragraph. Prior to termination, the customer shall be notified of the amount due by letter sent by certified mail, return receipt requested. The notice shall state the date upon which water service shall be terminated, which date shall not be less than ten (10) calendar days from the date such notice is sent. Such notice shall state the time and place at which the account may be paid and that any errors in the bill may be corrected by contacting the District's Representative, whose telephone number shall also be given in such notice. Provided, however, that in the event the customer contacts the District's Representative within such ten (10) day period, the District's Representative may, at its option, allow the customer to make arrangements to pay the delinquent amount in installments to be approved by the District's Representative.



iii. 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 attorney's fees.

iii. The District further reserves the right to charge a customer paying a bill with a check which is dishonored a returned check charge of \$35.00.

f. Discontinuation of Service.

i. Charge for Reconnection. In the event of any discontinuation of service, whether because of customer's delinquency or upon a customer's request, the District shall charge the following charge per connection prior to reconnecting such customer:

Water System

When meter removed.....	\$150.00
When meter not removed.....	\$50.00
After-hours reconnect fee .....	\$200.00
Wastewater System.....	2 times the cost to the District

g. Drainage Fee. Residential customers shall pay a monthly fee of \$4.00 in connection with the District's Municipal Separate Storm Sewer System (MS4) permit. Commercial customers shall pay a monthly fee equal to \$4.00 times their Service Units as defined above.

h. Leak Adjustments. In order to be considered for a billing adjustment, the leak must have been concealed and not readily detectable, such as a leak in an underground water service line between the meter and the exterior of a building or within walls or under floors of a building. No leak adjustment will be made for the following: leaking faucets and toilets or leaks from swimming pool systems and from irrigation systems. The water from the leak cannot enter the District's sewer system. A leak adjustment will only be considered after the customer repairs the underground leak and provides the invoice for the repair to the District's Representative for consideration by the Board. If an adjustment is made, the current/leak usage will be compared to the prior year's usage for the same time period which shall not exceed two months and then the amount of water lost due to the leak will be billed to the customer at the lowest tiered rate for the period of the leak, not to exceed two months. Any late fees incurred will not be waived.

**4. Transfer of Service.**

In the event service at an address is to be transferred from one customer name to another customer name, there shall be assessed the following charge:

Transfer Fee:           \$5.00

## **5. Access to Customer's Premises.**

a. The District will have the right of access to the customer's premises at all reasonable times for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water and wastewater service or drainage services, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the District's Systems, including inspecting the customer's premises for compliance with the Rules and tariff violations. The customer shall allow the District and District Representatives access to the customer's property to conduct any water quality or other tests or inspections required by law, by the District's permits or by this Order. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall occur during normal business hours and the District Representatives will attempt to notify the customer that they will be working on the customer's property. The customer may require any District Representative, employee, contractor, or agent seeking to make such entry to identify themselves, their affiliation with the District, and the purpose of their entry.

b. All customers or service applicants shall provide access to meters, utility cutoff valves and grinder pump controls at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply and the continued provision of adequate utility service to others.

## **6. Meter Requirements, Readings, and Testing.**

a. One meter is required for each residential, commercial, or industrial connection. All water sold by the District will be billed based on meter measurements. The District will provide, install, own and maintain meters to measure amounts of water consumed by its customers.

b. Meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the TCEQ. Any customer requesting to have a meter reading confirmed will be subject to a \$50.00 fee if it is found that the prior meter read was correct. Such \$50.00 fee will be added to the customer's next water bill, if a trip to the customer's property is required.

c. Meter Tests. The District will, upon the request of a customer, test the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the District's normal working hours. Whenever possible, the test will be made on the customer's premises, but may, at the District's discretion, be made at the District's testing facility. If the meter is found to be within accuracy standards established by the American Water Works Association, the District will charge the customer a fee which reflects the cost to test the meter up to a maximum \$100.00 for a 1" or smaller meter and 115% of the actual cost for a meter larger than 1". Following the completion of any requested test, the District will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who

made the test.

d. Meter Exchange. Any residential customer requesting a meter exchange will be charged for this exchange at the District's cost.

## **7. Backflow Prevention Devices.**

a. No water connection shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the specific potential hazard identified in Section 290.47(f) Appendix F, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems.

b. The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a CSI certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

c. At any residence or establishment where it has been determined by a CSI, that there is no actual or potential contamination hazard, as referenced in Section 290.47(F) Appendix F, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems, no backflow prevention assembly or device is required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

d. If required by these Rules or by the Rules and Regulations of the TCEQ, all backflow prevention assemblies or devices shall be tested upon installation by a TCEQ certified backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies installed to provide protection against health hazards as identified in Section 290.47(f) Appendix F of the TCEQ Rules and Regulations must also be tested and certified to be operating within specifications at least annually by a TCEQ certified backflow prevention assembly tester.

e. If the District determines that a backflow prevention assembly or device is required, the District will provide the customer or applicant with a list of TCEQ certified backflow prevention assembly testers. The customer will be responsible for the cost of the installation and testing, if any, of the backflow prevention assembly or device. The customer should contact several qualified installers to compare prices before installation. The customer must pay for any required maintenance and annual testing and must furnish a copy of the test results demonstrating that the assembly is functioning properly to the District within 30 days after the anniversary date of the installation unless a different date is agreed upon.

f. WTC PUA provides the District's water pressure. Water pressure from the WTC PUA must be high enough to reach all of its service area. All residential customers must install and maintain a pressure reducing valve, if needed to control the pressure within their residences to no more than 80 psi.

## **8. Grinder Pumps.**

Prior to installation of sewer service lines, a customer must apply to the District's Representative for a determination as to whether or not a grinder pump or similar device will be required to be installed on the customer's property as a condition for sewer service. In the event a grinder pump is required for sewer service, the District's Representative shall determine the type and size of grinder pump to be installed. Any pressurized sewer lines or other sewer lines located within the customer's house or on the customer's property up to the grinder pump that discharges wastewater into the District's wastewater collection system shall not be a part of the Systems and are a part of the customer's plumbing. Such sewer lines shall not be maintained by the District and shall be the sole responsibility of the customer for design, installation, maintenance and operation. At the time a customer pays his sewer tap fee to the District's Representative, the customer shall execute the District's standard Service Agreement ("Agreement"), which is promulgated by the District's Representative. No water or sewer service shall be provided to a customer until any required grinder pump has been installed and the Agreement has been executed by the customer. The customer shall pay for the cost of operating the grinder pump. The District shall repair or replace the grinder pump, at the cost of the customer, and shall bill the customer by including the actual charges on the customer's utility bill.

## **9. Site Plan Review Fee.**

Review of Utility and Drainage Construction Plans. Any person desiring to install water and wastewater facilities and drainage to be connected to the District's Systems for the purposes of commercial development, such as development of a site plan, development of a subdivision or other commercial development, not including construction of residences, shall obtain the approval of such plans by the District, upon recommendation of the District's Representative, prior to construction. Prior to the District's Representative's review of the plans, the person requesting review shall pay a review fee of \$5,000.00 to the District. The fee is nonrefundable. This fee must be delivered to the District's Representative prior to the initiation of any plan review by the District's Representative. Upon completion of the final review by the District's Representative, but before the plans will be recommended for approval to the District's Board, the District Representative will, with the assistance of the other District consultants, estimate the additional costs to the District as well as fees to be charged to the applicant through completion of the project. These costs may include any additional fees and expense incurred for the plan review due to complexity or a prolonged review process as well as the estimated construction-related costs for construction observation, legal services, building inspections by the District and cost of utility supplies, equipment and labor delivered by the District in accordance with other District fee requirements as required in this Order.

The District's Representative, on behalf of the District, will prepare and present to the applicant an itemized list of the amount which must be paid in the form of a deposit to the District prior to the final approval of the plans by the District. This deposit must be paid prior to the plan approval and signature. The cost of the construction phase services shall be on a time and materials basis. Should the actual final cost of these services exceed the amount of the deposit, the District's Representative and the consultants requesting the deposit shall present a statement to the Board for a determination of an additional deposit. The District may elect to suspend such construction phase services at the time expenses exceed the deposit until such time as an additional deposit is made. Any portion of the deposit not used, if any, shall be refunded to the applicant.

#### **10. Customer Service Agreement.**

At the time a residential customer applies for water and wastewater services, the residential customer shall execute the District's Agreement. At the time a commercial customer applies for water and wastewater services, the commercial customer shall execute a non-standard service agreement, to be agreed with the District's Representative. No water or sewer service shall be provided to a customer until the required service agreement has been executed by the customer.

#### **11. Erosion Control.**

a. Builders/Developers, contractors and lot owners shall (i) comply with all TCEQ and Environmental Protection Agency ("EPA") regulations regarding construction and stormwater, and (ii) implement proper stormwater and erosion and sediment control measures. Builders/Developers, contractors and lot owners may rely on the TCEQ Construction General Permit No. TXR150000 and Municipal Separate Storm Sewer System (MS4) General Permit No. TXR040000 as guides to proper compliance.

b. Builders/Developers, contractors and lot owners must maintain their respective erosion and sediment controls to ensure that the controls function in a sound and proper manner. Builders/Developers, contractors and lot owners may rely on the City of Austin's Environmental Design Criteria Manual as a guide to proper maintenance.

c. All temporary sediment and erosion controls must be completed prior to any other development activity or construction being commenced on the building site.

d. Dirt, mud and debris may not be accumulated on any street right-of-way within the District. Builder/Developer, contractors and lot owners shall be responsible for any damage to District property or Systems due to erosion or runoff. Builder/Developer, contractors and lot owners shall repair any damage to District property or Systems due to erosion or runoff within ten (10) days of receiving notice.

e. Dumping of construction trash, debris, dirt and construction vehicle and equipment washout on District or private property is prohibited.

f. The District may inspect all sediment and erosion controls on a regular or periodic basis.

g. The District may, at its option, repair or replace defective erosion control devices or damage to adjacent properties or District property that is not repaired by the Builder/Developer, contractors and lot owners within the specified time frame and recover that cost from the Builder/Developer, contractors and lot owners.

h. Builders/Developers, contractors and lot owners must maintain a construction dumpster or other sufficient, secure container for the disposal of refuse on site at all times during any construction activity on property within the District. All construction debris and refuse must be placed within the approved containers and properly managed.

## **12. Quality of Wastewater.**

a. The obligation of the District to receive wastewater into the Systems depends upon compliance by customers with the provisions of this section. In order for the District to properly treat and dispose of raw wastewater, to protect the public health and sanitation, to permit cooperation with other agencies which have requirements for the protection of the physical, chemical and bacteriological quality of public water and water courses, and to protect the properties of the District's wastewater system, Significant Industrial Users, as defined by the TCEQ, ("SIU") shall comply with the pre-treatment requirements established herein. An SIU is an industrial and/or commercial property/facility wastewater service customer of the District who discharges sewage into the District's wastewater collection and treatment system which may (i) deleteriously affect wastewater facilities, processes, equipment, or receiving waters; (ii) create a hazard to life or health; or (iii) create a public nuisance.

b. Each SIU shall pre-treat raw wastewater to an acceptable condition, as herein defined, prior to discharging such wastewater into the District's wastewater collection and treatment system. Such discharges into the Systems shall consist only of wastewater and other waste, free from the prohibited constituents listed in subsection (c) below, and limited in Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), dissolved sulfides, and pH as hereinafter provided.

c. Gasoline; cleaning solvents; flammable materials; non emulsified oils and greases; mineral oils; ashes; cinders; sand; gravel; tar; asphalt; ceramic wastes; plastics; other viscous substances; feathers; hair; rags; metal; metal filings; glass; wood shavings; sawdust; bulky solid materials such as, but not limited to, disposable diapers, clothing, and non-biodegradable personal hygiene products; unshredded garbage; toxic, corrosive, explosive or malodorous gases; acetylene generation sludge; cyanide or cyanogens compounds capable of liberating hydrocyanic gas on acidification in excess of 2 mg/L by weight as CN; radioactive materials which will permit a transient concentration higher than 100 microcuries per liter; emulsified oil and grease, exclusive of soaps, exceeding on analysis an average of 100 mg/L of ether-soluble matter; acids or alkalis having a pH value lower than 6.0 or higher than 10.0; pesticides; Hazardous Waste, as defined by 40 CFR Part 261 and Chapter 361, Texas Health and Safety Code (the Texas Solid Waste Disposal

Act), as amended; and wastewater containing specific pollutant concentrations in excess of any of the numerical limitations named hereunder are prohibited from discharge to the District's wastewater system:

Pollutant	Maximum Allowable Concentration (mg/L)
Arsenic	100
Barium	1,000
Cadmium	100
Chromium	1,000
Copper	1,500
Lead	1,000
Manganese	1,500
Mercury	5
Nickel	1,000
Selenium	50
Silver	100
Zinc	2,000
Total Toxic Organics	1,000

d. The BOD of wastewater delivered to the District's wastewater system as determined by a Standard Methods grab sample shall not exceed 400 mg/L.

e. TSS delivered to the District's wastewater system, as determined by a Standard Methods grab sample, shall not exceed 400 mg/L.

f. The pH of wastewater delivered to the District's wastewater system shall not be lower than six (6) or higher than ten (10). No acids shall be discharged into the District's wastewater system unless neutralized to a pH of six (6) or more.

g. Dissolved sulfides in wastewater at the point of delivery to the District's wastewater system shall not exceed 1.0 mg/L.

h. To determine the quality of wastewater discharged into the District's wastewater system by a SIU, the District may collect samples of wastewater from such SIU and cause same to be analyzed in accordance with the most recent edition of Standard Methods for the Examination of Water and Wastewater. Such samples will be taken at intervals determined by the District as necessary to determine wastewater quality. Concentrations in the wastewater of the constituents shown in the following table shall not exceed the values shown in the "Requisite Level" column. Concentrations in the wastewater of the constituents shown shall never exceed the values shown in the "Not to Exceed" column, unless provided otherwise in a separate agreement between the SIU and the District; otherwise, if there is no agreement, the SIU shall be subject to payment of a surcharge, as defined herein.

	Requisite Level	Not to Exceed
BOD	200mg/L	400mg/L
TSS	200mg/L	400mg/L
Dissolved Sulfide	0.1 mg/L	1.0mg/L
pH	N/A	Not less than 6.0 and not greater than 10.0

i. Should an analysis of a sample disclose concentrations higher than those listed in Subsections (c), (d), (e), (f), (g), or above the "Not to Exceed" level in (h), above, the District will inform the appropriate SIU making the discharges, resulting in the violation of this section, and the SIU shall cease making discharges into the District's wastewater system immediately. However, with the approval of the District, wastewater with concentrations of BOD and TSS greater than specified above may be discharged by any of the District's SIUs into the District's wastewater system subject to the payment of a surcharge (in addition to all other payments required by this schedule), based on the formula set out below. During any period that wastewater delivered from the SIU to the District's wastewater system does not meet the Requisite BOD Level or the Requisite TSS Level, the SIU shall pay a surcharge to the District as follows:

Computations of surcharge shall be based on the following formula (and definitions for the symbols follow below):

$$S = V \times 8.34 (A (BOD - 200) + B (TSS - 200))$$

- S: Surcharge in dollars that will appear on a SIU's monthly bill
- V: Wastewater actually billed in thousands of gallons during the billing period
- 8.34: Pounds per gallon of water
- A: Unit charge in dollars per pound of BOD
- BOD: BOD strength in milligrams per liter (mg/l) by weight
- 200: Normal BOD strength in milligrams per liter (mg/l) by weight
- B: Unit charge in dollars per pound for TSS
- TSS: Total Suspended Solids (TSS) concentration in milligrams per liter (mg/l) by weight
- 200: Normal TSS concentration in milligrams per liter (mg/l) by weight

The unit charge for BOD (factor A above) shall be \$0.49 per pound and for TSS (factor B above) the unit charge shall be \$0.40 per pound. The District shall have the right, from time to time, to set other values for these factors based on the actual costs of transportation, treatment, and disposal of the wastewater and of operating the District's wastewater system.

In addition to the surcharge defined above, if applicable, if a water quality test for a wastewater sample from an SIU finds that such sample exceeds the "Requisite Level" limits of any of the four (4) parameters (BOD, TSS, pH and dissolved sulfides), such SIU will be responsible for the costs incurred by the District for analytical testing services of the sample provided by outside vendors, and these charges will be added to the surcharge in one collective invoice/bill.



j. Notwithstanding the foregoing provisions of this Section, federal and state regulatory agencies periodically modify standards on prohibited discharges; therefore, revisions to, additions to, or deletions from the items listed in this section may become necessary in the future to comply with these latest standards.

**13. Requirement for Pretreatment.**

a. If discharges or proposed discharges to the District's wastewater system may (i) deleteriously affect wastewater facilities, processes, equipment or receiving waters; (ii) create a hazard to life or health; or (iii) create a public nuisance, the SIU shall pre-treat to an acceptable condition (as defined in 12 above) prior to discharge to the District's wastewater system. The District may require a SIU or prospective SIU to perform engineering studies to demonstrate that the pretreatment method (or proposed pretreatment method) will be effective in eliminating the deleterious effects of the discharge. The entire cost of pretreatment, including sampling and testing performed by the District to ensure compliance with pretreatment requirements, shall be borne by the SIU.

- b. Wastewater discharges requiring pretreatment include:
- (i) Wastewater containing fat, grease or oil in excessive amounts.
  - (ii) Wastewater containing sand or grit in excessive amounts.
  - (iii) Any other wastewater determined by the District to require pretreatment.

c. Any SIU responsible for discharges requiring pretreatment hereunder shall, at that SIU's expense and as required by the District, provide equipment and facilities of a type and capacity as deemed necessary by the District. All grease traps must be sized consistently with the requirements of the TCEQ and have a sample well that is at least six (6) inches in diameter. The pretreatment equipment shall be located as close to the point of generation of waste as possible, in a manner that provides ready and easy accessibility for cleaning and inspection. The pretreatment facility shall be maintained in effective operating conditions at all times.

**14. No Dumping of Any Kind on District Property.**

Dumping of any kind on District property is strictly prohibited.

**15. No Parking on District Property.**

Parking of any vehicle or trailer and the placing of any container or dumpster on District property shall not be permitted without prior written approval from the Board. If this Rule is violated, a fine of \$1,000.00 per day shall be assessed to the violator. The Board may also direct the towing of such vehicle or trailer or removal of such container or dumpster at the violator's expense. Customers or property owners shall be responsible for all actions taken by their contractors, landscapers, agents and family members.

**16. Violations of Board Policy on Maintenance of Greenbelt Areas dated October 30, 2020.**

- a. Customers or property owners shall be permitted to clear six (6) feet behind their property line onto the adjacent greenbelt areas owned by the District. All maintenance will be done at the customers' or property owners' expense and all yard waste must be hauled off; and
- b. Customers or property owners may not prune oak trees during oak wilt season, which is February through June of each year; and
- c. Customers or property owners shall not remove trees within the District's greenbelt area without prior written approval from the District; and
- d. Customers or property owners shall not plant vegetation in the District's greenbelt area without prior written approval from the District; and
- e. Customers or property owners shall not dump any trash, debris, yard waste or tree clippings or place any trampolines, equipment, structures or improvements within the District's greenbelt area; and
- f. Customers or property owners shall be responsible for all actions taken by their contractors, landscapers, agents and family members.

Violation of the foregoing shall be subject to the following fines and charges:

Violations of 16 a, d and e above, shall subject the violator to a fine of \$500.00 plus a charge equal to two times the actual cost of removing and disposing items and restoring the affected area. For violations of 16 b and c above, the violator shall be subject to a fine of \$5,000.00 plus the actual cost of replacing and installing similar size and type trees to replace those removed or damaged.

**17. Protection of District Systems.**

- a. Damage to the District's Systems by the District's customers, including developers and plumbers, will be repaired by the District at the customer's expense.
- b. After the water meter has been set or a fire hydrant meter installed, the customer shall at all times keep the area in, around and upon such facilities and District easements and property under customer's control free from rubbish or obstructions of any kind, including shrubbery. Failure to keep such facilities and District easements and property under customer's control free from rubbish or obstructions of other kind, including shrubbery, shall result in disconnection of water service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the District's sanitary sewer collection system which could cause obstruction of said system. In the event that an inspection by the District's Representative reveals foreseeable damage to the District's sanitary sewer collection

system resulting from a customer's failure to prevent obstructions from entering said system, the District reserves the right to remove the obstruction immediately and without notice. Any costs incurred by the District for removal of an obstruction to the District's system, plus a District administration fee of 20% of said costs, shall be assessed to the customer.

c. It shall be unlawful for any person, unless authorized in writing by the District's Representative, to tamper or interfere with, obstruct access to or as a result of willful action injure, deface or destroy any facilities that are a part of the District's Systems, including, with respect to the waterworks system, flushing valves, valve boxes and water lines up to the meter box and including meters, provided, however, that duly authorized members of the local fire department shall have their right to use such flushing valves for fire protection purposes.

d. It shall be unlawful for any person to connect any building to the District's water supply system without a meter or to have a straight-line connection to a building without being metered. It shall also be unlawful for any person, other than the District's Representative, to draw water from the District's water supply system (except for the use of water for firefighting purposes) without being metered, including the unauthorized use of a flushing valve or unmetered water taps.

e. It shall be unlawful for any person to deposit, throw, drain, discharge or otherwise cause to be injected into any sewer, manhole, catch basin, pond, flush tank or other facility that is a part of the District's Systems any debris or foreign substance that would interfere with the proper and routine functioning thereof.

f. The District's drainage systems, including all drainage easements, channels, storm sewer facilities, detention ponds and all other facilities owned, maintained or controlled by the District for the purpose of collecting, controlling, storing, managing or distributing storm and flood waters or run-off, must be protected from abuse, in order to assure the proper functioning of all such facilities for the benefit of all property owners and residents of the District. No foreign materials or debris, including paint, motor oil, grass, leaves or tree clippings, trash, construction debris or silt, may be placed, thrown, disposed of, deposited, discharged or allowed to migrate into the District's drainage systems. A violation of this rule will render the violator subject to fine as well as to the requirement that any resulting damage to the District's Systems be repaired at the expense of the violator.

## **18. Enforcement of Rules.**

Any and all of the following remedies may be employed by the District to abate and prevent any violation of the provisions of these Rules:

a. Discontinuance of water service.

b. Disconnection and sealing of wastewater connection.

c. Pursuant to Texas Water Code §49.004, the Board hereby imposes the following civil penalties for breach of any rule or regulation of the District: Unless a fine amount is specified

in these Rules, the violator shall pay the District twice the costs the District has sustained due to the violation, up to \$10,000.00. Customers and property owners shall be responsible for the actions of their contractors, landscapers, agents and family members. A penalty under this Section is in addition to any other penalty provided by the laws of this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. Under Section 54.206 of the Texas Water Code, rules and regulations adopted by the District are recognized by the courts in the same manner as penal ordinances of a city, which may be enforced under Texas Local Government Code §54.012. If the District prevails in any suit to enforce its Rules, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. The amount of the attorneys' fees shall be fixed by the court. Such civil penalties as authorized herein shall be in addition to any other remedy or penalty provided by State law, including a civil action for injunctive or other relief.

d. A customer found in violation of these Rules shall be liable to the District for all expenses borne by the District including without limitation laboratory fees, legal fees, engineering fees and other costs incurred by the District in establishing the violation and resolving the cause of the violation.

e. A customer found in violation of these Rules who causes or contributes to a violation by the District's wastewater system or effluent parameters shall be liable to the District for all expenses or penalties borne by the District, including legal and engineering fees related to any lawsuit filed by federal, state or local authorities regarding violations by the District of effluent parameters applicable to the District's Systems.

f. In connection with violations of Erosion Control (Section 11 herein), failure to adhere to the preceding requirements will be subject to a fine of five hundred dollars (\$500.00) for the first violation and seven hundred fifty dollars (\$750.00) for the second and subsequent violations per lot per day to be paid by the customer, property owner, builder, developer, corporation or other entity or individual who violates the above regulations to be paid to the District. The customer and property owner shall be responsible for any violations by the customer or property owner's builder, contractor or agent. In addition, the District may also require the violator to pay the cost of replacement or restoration of adjacent properties and District property and the cost associated with trash removal plus a 15% administrative fee.

g. All charges and fines assessed hereunder shall be added to the utility bill to such customer and shall be due and payable at the same time as the utility bill and shall be processed as a delinquent account in accordance with this Order if not timely paid.

h. Each method of enforcing these Rules set forth in this Section 18 is cumulative of the others, and the exercise of any rights hereunder shall not divest the District of any other rights of enforcement or remedies. Nothing in these Rules shall be construed as a waiver of the District's right to bring a civil action to enforce the provisions of these Rules, and to seek all remedies and damages as allowed by law.

**19. Filing of this Order.**

The Secretary of the Board is hereby directed to file a copy of this Order in the principal office of the District.

IN WITNESS WHEREOF, this Order has been executed on behalf of the Board of the District to be effective as of the date first written above.

SENNA HILLS MUNICIPAL UTILITY DISTRICT

By: \_\_\_\_\_  
Chet A. Palesko, President

ATTEST:

By: \_\_\_\_\_  
Lisa S. McKenzie, Secretary

[SEAL]