



AN ORDER REGULATING

WATER AND SEWER

CONNECTIONS, RATES AND USE

Adopted: March 26, 2002
Revised: July 7, 2015
Effective: July 7, 2015

Table of Contents

I. DEFINITIONS OF TERMS	3
A. Definitions of Terms Concerned With Water and Sewer Rates and Charges.....	3
B. Definitions of Terms Concerned With Water and Sewer Rules and Regulations	4
II. COMMITMENTS AND CONNECTIONS	9
A. Policy on Issuance of Water and Wastewater Utility Reservation Commitment	9
B. Annexation Policy.....	11
C. Application for Utility Connection	12
D. Connection and Disconnection Policies, Fees and Deposits.....	13
E. Tap Fees for Water and Sewer Service	18
F. Customer Service Inspections	19
G. Water and Sewer Service Lines or Leads	19
H. Miscellaneous	20
III. WATER AND SEWER RATES.....	23
A. Monthly Rates for Water and Sewer Service for In-District Customers	23
B. Monthly Rates for Water and Sewer Service for Out-of-District Customers.....	24
IV. RULES AND REGULATIONS GOVERNING WATER AND SEWER SERVICE	26
A. Water Service Lines and Water Taps	26
B. Sewer Service Line and Sewer Taps	26
C. Protection of District’s Waterworks and Sanitary Sewer System.....	28
D. Prohibited Discharges to Sewage Works	30
E. Powers and Authority of Enforcing Agents.....	33
F. Water Conservation Provisions.....	33
G. Grease Traps	33
H. Wastewater Discharge Criteria	34
I. Drought Contingency Plan	35
V. ENFORCEMENT OF THIS ORDER ESTABLISHING WATER AND SEWER RATES, RULES AND REGULATIONS, AND WATER EMERGENCY PROVISIONS.....	37
A. Enforcement	37
B. Penalties.....	37
C. Notice Of Violation.....	37
D. Non-Waiver	38

E. Validity 38

EXHIBIT "A" – Angelina County Fresh Water Supply District No. 1 – Application for Water/Sewer Service 39

ARTICLE 1

I. DEFINITIONS OF TERMS

For the purpose of this Order, the following words and terms shall have the following meanings:

A. Definitions of Terms Concerned With Water and Sewer Rates and Charges

1. "Apartment Connections" shall mean all multiplex residential connections which are served by a master meter.
2. "Apartment Units" shall mean the individual dwelling units served through the Apartment Connection's master meter and shall include condominiums and all individual dwelling units served by a master meter.
3. "Commercial Connection" shall mean and include any office, buildings, hotel, motel, retail store, industrial complex, school or other establishments which are not residential or apartment.
4. "Connection" shall mean a single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. Each connection shall consist of one residential unit or commercial or industrial establishment per one meter.
5. "Consumer" shall mean the occupant of a residential, commercial or industrial structure or other property within or outside the area of the District, whether the owner, renter or lessee thereof who is or receiving or proposes to receive water and/or sewer service from the District.
6. "Delinquent Bill and/or Security Deposit" shall mean a bill for water and/or sewer service which has not been paid within fifteen (15) days after the due date of the bill for the preceding month's service
7. "Dual Connection" shall mean any connection that has been or is being used contrary to its original intend use as defined in item four (4) of this section.
8. "Manager" shall mean the Angelina & Neches River Authority with which the District has contracted for operation and maintenance of the plants and lines of the District's system.
9. "Residential Connection" shall mean and include any single family residence, townhouse or multiplex when such is separately metered.

10. "Separate Connection" shall mean each residential unit occupied by a separate family or person, including separate apartments within a single building and each business unit occupied by a separate business, including separate establishments within a single building.
11. "Sewage Service Charge" shall mean the monthly charge made on all users of the public sewer system.
12. "Single Family Residential Equivalency" shall mean the equivalent number of Residential Connection assigned to a Commercial Connection such that the Commercial Connection bears an equitable burden of the District's fixed operation costs.
13. "System" as used herein shall mean the water and/or sanitary sewer facilities of the District and all extensions and additions thereto, whether now in place or hereafter constructed.
14. "Transient Consumer" shall mean any consumer which is served by the District and service is not delivered to the Consumer through a connection for which a tap fee has not been paid as required by Section II.D.
15. "Water Service Charge" shall mean the monthly charge made on all users of the public water system.

B. Definitions of Terms Concerned With Water and Sewer Rules and Regulations

1. "District" shall mean the District's Board of Supervisors, the District's Engineer, or any person authorized by the District's Board of Supervisors to act for the District in carrying out the provisions of this Order, or their duly authorized deputies, agents or representatives.
2. "B.O.D." shall mean the quantity of oxygen expressed in parts per million by weight, utilized in the bio-chemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of 20 degrees Centigrade. The laboratory determinations shall be made in accordance with procedures set forth in "Standard Methods".
3. "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys to the building sewer, beginning three (3') feet outside the inner face of the building wall.

4. "Commercial Water Tap" shall mean the connection of a 3/4" or larger Water Service Line to a District Water Line to serve one (1) or more structures other than a single-family residence.
5. "Domestic Sewage" shall mean water-borne wastes normally discharging into the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories and institutions, free of storm surface water and industrial wastes.
6. "Garbage" shall mean solid wastes and residue from the preparation, cooking and dispensing of food, and from the handling, storage and sale of food products and produce.
7. "Industrial Waste" shall mean water-borne solids, liquids or gaseous wastes resulting from and discharged, permitted to flow or escaping from any industrial, manufacturing or food processing operation or process from the development of any natural resource, or any mixture of these with water or domestic sewage, as distinct from normal domestic sewage.
8. "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
9. "Normal Domestic Sewage" shall mean normal sewage for the District in which the average concentration of suspended materials and five (5) day B.O.D. is established at 300 parts per million each, by weight, on the basis of the normal contribution of seventeen-hundredths (0.17) pounds per 100 gallon, per capita.
10. "Parts-per-Million" shall mean a weight-to-weight ratio; the parts-per-million value multiplied by the factor 8.345 shall become equivalent to pounds per million gallons of water.
11. "Person", "Establishment", or "Owner" shall mean any and all persons, natural or artificial, including any individual, firm, company, industry, municipal, private corporation, association, governmental agency, or their agents, servants or employees.
12. "pH" shall mean the logarithm (base 10) of the reciprocal of the hydrogen ion concentration expressed in mols per liter. It shall be determined by one of the procedures outlined in "Standard Methods".

13. “Properly Shredded Garbage” shall mean the wastes from the preparations, cooking and dispensing of food that have been shredded to such degree that particles shall be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than ½ inch in any dimension.
14. “Public Sewer” shall mean a sewer in which all owners of abutting properties shall have equal right and interest and controlled by public authority.
15. “Residential Water Tap” is defined herein as the connection of either of the following to a District water line:
 - (a) A 1" Water Service Line to serve two (2) single-family residences, which is known as a “Double Tap”;
 - (b) A 3/4" Water Service Line to serve one (1) single-family residence, which is known as a “Single Tap”.
16. “Sanitary Sewer” shall mean a sewer that conveys sewage or industrial wastes or a combination of both, and into which storm, surface and ground waters or unpolluted industrial wastes are not intentionally passed.
17. “Sewage” shall mean a combination of the water-carried waste from residences, business buildings, institutions, and industrial establishments, together with such ground surface and storm water as may be present.
18. “Sewage Treatment Plant” shall mean any District-owned facility, device or structures used for receiving and treating sewage from the District’s sanitary sewer system.
19. “Sewage Works” shall mean all facilities for collecting, pumping, treating and disposing of sewage and industrial wastes and would include sewage, as well as the sewage treatment facilities.
20. “Sewer” shall mean a pipe or conduit for carrying sanitary sewage.
21. “Sewerage” shall mean the system of sewers and appurtenances for the collection, transportation and pumping of sewage and industrial wastes.
22. “Sewer Service Line” shall mean the Sewer Line from the foundation of a building, including houses and commercial structures, to the District’s Sanitary Sewer System.

23. "Sewer Tap" shall mean the physical connection of a Sewer Line to the District's Sanitary Sewer System. Without the written consent of the District's Board of Supervisors, only one (1) Sewer Tap shall be permitted for each building.
24. "Standard Methods" shall mean the examination and analytical procedures set forth in the latest Edition, at the time of analysis, of "Standard Methods for the Examination of Water and Sewage", as prepared, approved and published jointly by the American Water Works Association and the Federation of Sewage and Industrial Wastes Association.
25. "Storm Sewer or Storm Drain" shall mean a sewer which carries storm and surface waters and drainage but excluded sewage and polluted industrial wastes.
26. "Storm Water Runoff" shall mean that portion of the rainfall that is drained into the sewers.
27. "Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Standard Methods".
28. "Unpolluted Water or Waste" shall mean water or waste containing none of the following:
 - (a) Emulsified grease or oil;
 - (b) Acids or alkalis;
 - (c) Phenols or other substances imparting taste and odor in receiving water;
 - (d) Toxic or poisonous substances in suspension; or
 - (e) Colloidal state or solution and noxious or otherwise obnoxious odorous gases;
 - (f) It shall not contain more than ten (10) parts per million each of suspended solids and B.O.D. The color shall not exceed fifty (50) parts per million.
29. "Utility Commitment" shall mean a formal written commitment, either permanent or temporary, given by the District, stating that waste water capacity of a specified volume is available for a defined tract of land.
30. "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

31. "Water Mains" shall mean water distribution pipes located in public right-of-ways or easements and maintained by public authorities.
32. "Water Service Line" shall mean the water line from the property line of the property to be served with water, to the District's waterworks system.

END OF ARTICLE I

ARTICLE II

II. COMMITMENTS AND CONNECTIONS

A. Policy on Issuance of Water and Wastewater Utility Reservation Commitment

This Policy and Procedure for Issuance of Water and Wastewater Utility Commitments (the "Policy") shall apply to any property within the District which has not been platted or which currently has service approved by the District available to it and all Property outside the District for which service is requested. For example, no owner of a single family lot in a platted subdivision to which District service is available shall be required to comply with this policy and may apply directly for a utility connection under Paragraph C. The Board of Supervisors has adopted the following policy for the purpose of providing water and sewer service for the growth and development within the District in a uniform and nondiscriminatory manner. These policies and procedures shall apply uniformly throughout the District for any new or additional development.

1. Application and Deposit: The attached Application along with a deposit check made payable to the District in the amount of \$1,000, if requesting service to property currently located within the District, or \$5,000, if requesting service to property located outside the District, should be completed and submitted to the District's Manager.
2. Processing Application: Upon receipt of the attached, fully completed Application and deposit, the Engineer shall present the request to the Board of Supervisors of the District and obtain authorization for the District's consultants to begin the evaluation of the request. The deposit will be used to cover the expenses incurred by the District for the preliminary evaluation by the consultants as to whether the District's facilities can accommodate your proposed project.
3. Additional Deposit: The Board of Supervisors reserves the right to request additional deposits monies from the Applicant should the initial deposit not be sufficient to cover anticipated consultant costs during the review. If additional monies are not produced when requested, then all review work will be stopped and this application will become null and void upon ten (10) days written notice to the Applicant
4. Miscellaneous Conditions
 - (a) Application Required: Any part requesting service from the District shall be required to submit an Application to the Board of Supervisors for consideration.
 - (b) Term of Commitment: Commitments shall not be issued for more than one (1) year from the date of issuance.
 - (c) Transfer: Commitments are non-transferrable; provided, however, prospective

buyers may jointly apply for service with the owner of the property.

- (d) Taxes and Standby Fees: Application shall not be considered for property with delinquent taxes or standby fees.
- (e) Construction: No construction may begin on any improvements until all fees required by the District have been paid.
- (f) Construction Deadline: Construction must begin prior to the expiration date contained in the commitment and diligently pursued thereafter. In the event construction has not commenced on any tract for which a commitment has been issued prior to the expiration of the commitment, the reservation shall lapse without notice and the application procedures must be re-instituted as described herein.
- (g) Progress Reports: Applicant is required to provide the District with periodic written progress reports (at thirty (30) day intervals) advising the Board of Supervisors as to the status of progress up to commencement of construction.
- (h) Plats and Approvals: All tracts of land receiving service must be platted as required by law and the plats and plans must be approved by the City of Lufkin, Angelina County and other appropriate agencies prior to utility service being provided by the District.
- (i) Extension of Facilities: Applicant must make arrangements to extend the necessary trunk water, sanitary sewer and drainage facilities to serve its property in areas where such facilities do not exist. All temporary and permanent arrangements for sewer and water service must be worked out in advance of construction with the District's Engineer.
- (j) Easements: Applicant, at its sole cost, must convey all necessary easements and rights-of-way to the District with all lien holder subordinations.
- (k) Maintenance Responsibility: All utility lines constructed that are not in permanent acceptable easements, or which lie within private development (apartments, condominiums, etc.) shall remain the permanent property of the landowner and shall remain such owner's permanent maintenance responsibility.
- (l) Change in Use: Any change of use from the previously approved use of the property covered by this application must be approved by the District. Any request for change in use must be submitted in writing, describing in detail any change in any information submitted in connection with the original application, together with a \$500 deposit to be applied as described in Paragraph 1-3 hereof.

- (m) Rate Order Governs: Service shall be extended to a tract in accordance with the then current Order Setting Water and Sewer Tap Fees and Setting Service Rates and Rules and Regulations Governing Waterworks and Sanitary Sewer System.
- (n) Annexation: In addition to the other referenced prerequisites, including Paragraph B below, the following requirements are applicable to requests for annexation:
 - (i) A feasibility study shall be prepared by the District's Engineer;
 - (ii) Applicant shall provide to the District a copy of the deed showing current ownership of the property referenced in the Application;
 - (iii) Applicant shall submit to the District a current title commitment;
 - (iv) All costs of annexation, including attorney's fees, engineering fees, election fees and any and all other fees relating to said annexation, shall be paid by the Applicant; and
 - (v) Applicant shall provide to the District a copy of the current survey of the property, including a metes and bounds description.

B. Annexation Policy

The Board of Supervisors would consider annexation of real property into the District subject to the following conditions:

1. All legal, engineering and other costs associated with the annexation shall be paid by the Applicant.
2. All costs of constructing the water, sanitary sewer and drainage facilities to serve the property shall be paid by the Applicant.
3. The District's existing sewage treatment plant currently is sufficient to serve only the projected development of the land currently located within the District. Applicant shall be required to finance all costs related to whatever expansion to the District's sewage treatment plant is necessary to serve the annexed property. Such costs shall be secured by an irrevocable letter of credit, in form satisfactory to the District, drawn on a bank located in Angelina County, Texas. Such letter of credit shall be deposited with the District at the time Applicant begins construction of any utilities to serve its property.
4. The same restrictions and procedures as described in 3 above shall apply to the District's water production facilities, if it is determined that the District does not have sufficient surplus water supply to serve Applicant's proposed development.
5. All utility facilities proposed to be owned and operated by the District shall be designed

by and constructed and supervised by the District's engineer.

6. All contracts let for the construction of utilities shall be let in the name of the District and shall be supervised by the Board of Supervisors. All payments, however, shall be solely the responsibility of the Applicant.
7. In the event the District determines that certain utility lines should be oversized in order to accommodate anticipated development within the District, the Applicant shall fund the over sizing of such lines. The District, however, shall endeavor to recoup such additional costs from the benefitting landowners when they request service from the District.
8. All construction costs shall be reimbursed by the District in accordance with the rules of the Texas Commission on Environmental Quality including TAC §293.47 (related to 30% contribution by the Developer) to the extent agreed between the Developer and the District.
9. Reimbursement shall occur when the amount of taxable assessed valuation existing within the annexed tract is sufficient to reimburse Applicant at a tax rate not in excess of the District's tax rate in place at the time the bonds are sold. The District shall not be required to issue bonds in an amount less than \$1,000,000.
10. At the time the tract is annexed into the District Applicant shall waive any special use valuations of the property, including agricultural, open space or business inventory value.
11. The terms and conditions of the annexation agreement shall be recorded at the time of annexation and shall be binding upon any future purchaser and any lender.
12. Whether the Applicant has known use for the annexed tract will impact the Board's decision on whether to annex the tract.

The Board of Supervisors recognizes that the providing of utility service to a tract may include consideration not specifically addressed herein or that special circumstance may arise that made these conditions inapplicable. The Board of Supervisors stands ready to address with an Applicant any issues relevant to the policy on issuance of utility commitment and to an annexation. This policy, however, is written to provide a potential Applicant with the general policy of the District regarding issuance of utility commitment and annexation.

C. Application for Utility Connection

Any person desiring connection to the District's System, after following the requirements of Section A above, if applicable, shall follow the following steps:

1. The applying person should initiate his request for utility connection at the office of the District Manager. The applicant will fill out the form "Customer Service Agreement", EXHIBIT "A" (copy attached), and present three (3) legible prints of the Site Drawing and Utility Layout for the proposed facility.
2. The applicants tap fee will be assessed, based on the proposed land use and the provisions set forth in ARTICLE II.D, hereof. Paying a tap fee on an improved portion of a larger tract of land does not constitute a Utility Commitment on the remaining unimproved portion. A Metes and Bounds description and a recorded Plat of the tract receiving service should accompany the submitted Site Plans.
3. The Manager will then make preliminary determination that utility commitments and availability exists and is committed by the District for the subject tract. On the basis, the Manager will assess the connection fee according to this Order. Manager will request an "Assignment of Commitment" when the Applicant is not the original recipient of the District's Commitment. In absence of such an Assignment, the commitment will be allocated on a prorated acreage basis.
4. The Manager will then forward two (2) copies of the Site Plan to the District Engineer for further and final evaluation of utility commitment and availability and evaluation of any encroachments to District utility easements. The Engineer will then, in writing, confirm any additional requirements to the applicant regarding such encroachments and/or confirm the Utility Connection Agreement. The Engineer will also make record of the description of the Tract for which the tap fee is dedicated. A copy of that documentation shall go to the District's Attorney, the Manager, the Bookkeeper, and the District Secretary.

D. Connection and Disconnection Policies, Fees and Deposits

1. Connection to District's System

- (a) In-District Consumers: Upon approval of an application for service by the Manager and payment of all applicable fees, each structure within the District may be connected to the District's system as soon as the District has made available to such structure, plant and line capacity to serve same. If both water and sewer services do not become available at the same time, the Consumer may connect to the water system at the time water service becomes available and shall connect to the sewer system at the time sewer service becomes available. No permanent single service shall be available to any Consumer; provided, however, that this requirement shall not apply to lawn watering connections when the Consumer has another Single Family Residential Connection.

- (b) Out-of-District Consumers: Upon approval of an application for service by the Manager, and payment of all deposits, tap, inspection and account institution fees, connections may be made to the District's facilities at no cost to the District. No permanent single service shall be available to any Consumer.

Also, for purposes of this Section, Out-of-District Consumers may not share a common connection on the same property. Violation of the provision will result in the immediate termination of all service as provided in Article V.B. hereof.

2. Verification of Payment of Taxes Prior to Rendering Service

Prior to providing water and sewer service to a Consumer, whether for new service or for are connection, the District's Manager will verify with the District's tax collector that all District taxes have been paid on the property for which water and sewer service has been requested. In the event taxes are due and owing on the property for which water and sewer service has been requested, water and sewer service shall not be provided until such time as the taxes which are due and owing, including penalty and interest, if any, are paid.

3. Deposit to Secure Payment and Service Charge

- (a) A security deposit shall be collected on all new connections and reconnections after termination for delinquency in the following amounts:

Residential:

In-District Consumers	\$80.00
Out-of-District Consumers	\$100.00

Commercial:

In-District Consumers	\$250.00
Out-of-District Consumers	\$500.00

For commercial connections, in an amount equal to three times the average Water and Sewer Service Charge for the preceding two billing periods, if larger. Any previous unused deposit with the District will be credited to the amount of the deposit due by any Consumer.

All deposits shall be prepaid and water and sewer service shall not be provided until such time as payment of the deposit has been received. The deposit shall be refundable when ownership is transferred, contingent upon providing proof of payment of all bills owed to the District. No interest shall be paid by the District on any deposit.

- (b) Excessive Delinquencies at Rental Property

In the event of unpaid water/sewer bills at properties occupied by renters who subsequently move out of the District, the District may require the property owner to post additional security deposits to ensure payment to the District. The discretion to impose such additional deposits rests with the Board and will only be imposed after the property owner has been notified of the intent to impose such additional deposits and provided an opportunity to address the Board.

4. Procedures for Collecting Monthly Customer Bills

(a) Direct payments made in person:

- (i) District's Manager Business Office: The receptionist on duty will accept direct payments made in person by cash, check, money order or credit/debit card. A receipt will be issued for the payment from the District's receipt book at the time of payment. If payment is made by credit/debit card, the customer will also receive a computer printout of the card receipt. The customer will receive the original of the receipt from the District's receipt book.
- (ii) District Business Office: The clerk will accept direct payments made in person by cash, check, or money order. A receipt will be issued for the payment from the District's receipt book at the time of payment. The customer will receive the original of the receipt.

Payments are also dropped off by customers after hours in the payment drop box. The clerk processes payments in the drop box in addition to the payments that are received in person by the clerk.

(b) Via U.S. Postal Service

The District's Manager will retrieve the morning mail from the Post Office and upon arrival at the Manager's Business Office, the Office Manager will process/route to the proper individuals within the office. An Account Voucher is generated by the Office Manager for all payments received in the mail with the date received, account number, check number, name and amount. The checks are stamped "For Deposit Only" on the back and each is copied and attached to the Account Voucher with the payments, signed and given to the Accounting Manager for processing.

(c) Credit/Debit card payments:

- (i) Online: The District's Manager maintains a website to disseminate general information about the District. As part of that process, the District's Manager maintains a secure web portal for the purpose of receiving credit/debit card payments from the District's customers for the payment of water and sewer bills.

The District's Manager utilizes a 3rd party provider for these services. When a payment is made via the web portal, the customer completes a data entry process to document account #, the amount, etc. When the customer completes the transaction, they receive an immediate confirmation on screen and a receipt by email. The same transaction generates an electronic receipt which is emailed to the Accounting Manager, Office Manager, and Information Systems Coordinator. All credit card account numbers are electronically redacted by the 3rd party provider as required by federal law.

- (ii) In person at District's Manager Business Office: The customer presents their credit card with their picture ID and proper account information which consists of account number and amount due to the Receptionist on duty. The customer will swipe their card in the credit card reader and then the Receptionist will key in the account information and amount due. A receipt is printed for the customer to sign. A copy of the receipt is given to the customer and the original is retained for the District's records. A receipt is also written out from the District's Manager credit card receipt book. The original receipt is given to the customer.

5. Discontinuing and/or Connecting Service

- (a) At Customer Request: At any time a Consumer temporarily or permanently, abandons the structure being served and no longer wishes to be furnished with water, he shall notify the District's Manager at least two (2) days prior to the time he desires such service discontinued. Redland Estates consumers shall notify Redland Water Supply Corporation, the organization responsible for providing water services to Redland Estates. A charge for restoring water service where such service is restored at the request of the Consumer, provided he is not delinquent in the payment of any bills at the time of either request shall be required as follows:

Residential:	
In-District Consumer	\$ 25.00
Out-of-District Consumer	\$100.00
Commercial:	
In-District Consumer	\$100.00
Out-of-District Consumer	\$125.00

- (b) Discontinuing Service and Removing Meter for Failure to Pay Bills When Due

The District will initiate the termination of water/sewer service for all customers

for nonpayment of their past due bill 30 days from the date the bill becomes past due.

The District shall have the right to discontinue water and/or sewer service to a Consumer at any time after his bill becomes delinquent. Service shall not be restored until receipt of the following charges:

- (i) a deposit fee, in accordance with Section II.d(3) hereof;
- (ii) a reconnection charge as follows:

Residential:

In-District Consumer	\$ 25.00
Redland Estates Consumer	\$ 40.00
Out-of-District Consumer	\$100.00

Commercial:

In-District Consumer	\$100.00
Redland Estates Consumer	\$ 40.00
Out-of-District Consumer	\$250.00

(c) Payment of the delinquent bills plus any penalties required by this Order

A bill shall include charges for any work done by or on behalf of the District which is attributable to:

- (i) a problem in the Consumer’s system; or
- (ii) a problem in the District’s system which, in the opinion of the District is caused by a Consumer or a Consumer’s system. All payments of such amounts shall be in cash or cash equivalents.

(d) In the event a delinquent bill is not paid within seven (7) days after discontinuation of service pursuant to subparagraph (4) (b) (i) above, the District shall have the right to remove the meter from the meter box. Service shall not be restored until receipt of the following charges:

- (i) All amounts required by subparagraph (4) (b) (i) above, plus;
- (ii) a meter replacement fee as follows:

Residential

In-District Consumer	\$ 80.00
Out-of-District Consumer	\$ 100.00

Commercial:

In-District Consumer	\$150.00
Out-of-District Consumer	\$200.00

(e) Transfer Fee

Existing Connection: At any time a Consumer wishes to establish an account with the District (which shall be done at any time responsibility for payment is changed), such Consumer shall pay a non-refundable account transfer fee as follows:

Residential:

In-District Consumer	\$ 20.00
Out-of-District Consumer	\$ 25.00

Commercial:

In-District Consumer	\$ 50.00
Out-of-District Consumer	\$100.00

Provided, however, the account transfer fee shall not apply to a new account being established as a result of payment of a tap fee pursuant to Section II.B. hereof.

E. Tap Fees for Water and Sewer Service

1. Residential. Residential connection charges shall be made for every residential connection up to and including a 1 inch connection, to the District's water distribution and sewage collection system as follows:

Water

5/8" x 3/4" Meter

In-District Consumer	\$ 525.00
Out-of-District Consumer	\$ 788.00

*Additional costs (road bore, etc.) may apply.

1" Meter

In-District Consumer	\$ 698.00
Out-of-District Consumer	\$ 1,047.00

*Additional costs (road bore, etc.) may apply.

Charges shall include the meter and meter box and installation thereof. For connections of over 1 inch, the District will establish tapping charges by separate order or agreement; however, the connection charge shall not exceed three (3) times the actual and reasonable costs to the District for such work.

Sewer

In-District Consumer	Cost Plus 10%
----------------------	---------------

Out-of-District Consumer

Cost Plus 25%

No new sewer taps (residential or commercial) are allowed at this time for Redland Estates.

- 2. Commercial. Commercial connection charges for every commercial connection to the District’s water distribution and sewer collection system shall be as follows:

Water

5/8” x 3/4” Meter

In-District Consumer	\$ 525.00
Out-of-District Consumer	\$ 788.00

*Additional costs (road bore, etc.) may apply.

1” Meter

In-District Consumer	\$ 698.00
Out-of-District Consumer	\$ 1,047.00

*Additional costs (road bore, etc.) may apply.

Charges shall include the meter and meter box and installation thereof. For connections over 1 inch, the District will establish tapping charges by separate order or agreement; however, the connection charge shall not exceed three (3) times the actual and reasonable costs to the District for such work.

Sewer

In-District Consumer	Cost Plus 10%
Out-of-District Consumer	Cost Plus 25%

No new sewer taps (residential or commercial) are allowed at this time for Redland Estates.

F. Customer Service Inspections

Notwithstanding any other provision of the Rate Order, a customer service inspection certification, shall be completed and filed with the District’s Manager prior to providing continuous water service to new construction, on any existing service when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist, or after any material improvement, correction or addition to the consumer’s private plumbing facilities. Such customer service inspection certifications shall be required from the consumer’s licensed plumber.

G. Water and Sewer Service Lines or Leads

In the case of commercial, unrestricted or unrecorded property which has been subdivided and

for which no water or sewer service line or lead exists to or across such subdivided parcel, the Applicant for service shall provide to the District any utility easement deemed necessary by the District and shall pay all costs associated with either the extension of a District's service line to the property and/or any street boring for a cross lead. The size and location of any new line or cross lead shall be determined by the District's Manager with final approval required by the District's Board of Supervisors.

No new line extension or cross lead shall be constructed until:

- (a) all necessary easements have been provided by the Applicant to the District, and
- (b) 2) all costs of design and construction have been paid in advance by the Applicant.

H. Miscellaneous

1. No Reduced Rates or Free Service: All Consumers receiving either water or sewer service, or both, from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order; and no reduced rate or free service shall be furnished to any such Consumer.
2. No Sales of Unmetered Water: No water will be delivered to any person or Consumer except on a metered basis, without the express written approval of the District.
3. No Sales for Purposes of Resale: No Consumer shall sell or resale water or sewer service to any other person or entity.
4. Consumers Not Entitled to Specific Quantity or Pressure of Water: Water consumers are not guaranteed a specific quantity or pressure of water for any purpose whatever, and it is understood that the District is only to furnish a connection to its water system, and is in no case liable for failure or refusal to furnish water of any particular amount or pressure of water.
5. Water Connections Generally: No person, other than the properly authorized agents of the District, shall be permitted to tap or make any connection with the mains or distributing pipes of the District's water or sewer system, or make any repairs and/or additions to or alterations in any tap, pipe, cock or other fixture connected with the water and sewer service line.
6. Meters: Title to all water meters and appurtenances, including the meter boxes enclosing same, shall vest in the District and shall be set up by employees or agents of the District. After a meter has been set, the Consumer shall at all times keep the space occupied by the meter and the box free from rubbish or obstructions of any kind. No person other than a duly authorized agent of the District shall open the meter box, tamper with it, or in any way interfere with the meter or box.
7. Penalty for Failure to Pay Bill Before Delinquent: A bill for water and/or sewer service

shall be payable upon receipt and shall be delinquent fifteen (15) days following its due date. A charge of \$3.00 shall be added thereto, when such bill becomes delinquent.

8. Return Checks: Any account paid with a check returned unpaid shall be charged a returned check fee of \$25.00 in addition to any other charges and penalties. Customers will be notified by mail immediately of any returned check. Customers shall be given 10 days from the date of the notice to pay the face amount of the returned check and the return check fee. If payment is not made within 10 days, the District will initiate termination of water/sewer service on the 11th day or the next business day thereafter. For the purposes of this section, payment for returned checks must be made by cash, money order or cashier's check. Customers who have two or more returned checks will be placed on a "Cash Only" payment status.
9. Miscellaneous Service:
 - (a) The District, acting through its Manager, will perform other services for persons requesting those services such as contacting general contractors, road contractors and utility service contractors for the purpose of location of water and/or sewer lines for such persons, however, any costs incurred by the District will be billed to such persons at an amount equal to the District's cost plus 10%. If the District does not have a contract with such person, payment arrangements satisfactory to the Manager or the District should be made in advance; provided, however, this charge shall not apply in the case of a homebuilder attempting to locate the District's facilities for the purpose of installing a tap.
 - (b) Any person, except for plumbers working on sewer taps, working in the District's easements shall be required to contract the District's Manager and shall be prohibited from working in or around the District's facilities unless and until such person has provided sufficient security to the District to satisfy any potential damages to the District's water or sewer system in an amount determined by the District.
10. Hardship Agreements: The District's Manager is authorized to grant extensions for the payment of bills for water and/or sewer service, tap fees, line extension fees, and any other fee related to the provision or extension of service. In no case shall the extension exceed 90 days from the past due date or the date of application for service (in the case of new connections), nor shall there be more than two hardship agreements in one calendar year or five over the life of the account.
11. Review: It shall be the policy of the District to review this Order at least annually and revise same as may be required by the District's financial situation, including taking into consideration projected maintenance and capital projects.

END OF ARTICLE II

ARTICLE III

III. WATER AND SEWER RATES

A. Monthly Rates for Water and Sewer Service for In-District Customers

1. Monthly Rates for Water Service Charge, based on water service meter readings:

(a) Single-Family Residential Connections:

Meter Size: 3/4" x 5/8"

0 - 3,000 Gallons - \$29.83

3,001- 10,000 gallons - \$2.57 per 1,000 gallons

10,001 gallons and above - \$3.07 per 1,000 gallons

Meter Size: 1"

0 - 3,000 Gallons - \$32.83

3,001- 10,000 gallons - \$2.57 per 1,000 gallons

10,001 gallons and above - \$3.07 per 1,000 gallons

(b) Commercial Connections:

Meter Size: 3/4" x 5/8"

0 - 3,000 Gallons - \$29.83

3,001- 10,000 gallons - \$2.57 per 1,000 gallons

10,001 gallons and above - \$3.07 per 1,000 gallons

Meter Size: 1"

0 - 3,000 Gallons - \$32.83

3,001- 10,000 gallons - \$2.57 per 1,000 gallons

10,001 gallons and above - \$3.07 per 1,000 gallons

2. Monthly Rates for Sewage Service Charge shall be as follows:

(a) Residential Connections:

A flat fee of \$48.42 per connection (associated with 3/4" x 5/8" and 1" water meter sizes); provided, however, that any meter installed for the purpose of outdoor watering only and which does not discharge to the District's Sanitary Sewer shall not be billed a Sewage Service Charge.

A flat fee of \$32.50 per month per connection (associated with 3/4" x 5/8" and 1" water meter sizes) for Redland Estates customers.

(a) Commercial Connections:

A flat fee of \$48.42 per connection (associated with 3/4" x 5/8" and 1" water meter sizes); provided, however, that any meter installed for the purpose of outdoor watering only and which does not discharge to the District's Sanitary Sewer shall not be billed a Sewage Service Charge.

A flat fee of \$32.50 per month per connection (associated with 3/4" x 5/8" and 1" water meter sizes) for Redland Estates customers.

B. Monthly Rates for Water and Sewer Service for Out-of-District Customers

1. Monthly Rates for Water Service Charge, based on water service meter readings:

(a) Single-Family Residential Connections:

Meter Size: 3/4" x 5/8"

0 - 3,000 Gallons - \$44.75

3,001- 10,000 gallons - \$2.57 per 1,000 gallons

10,001 gallons and above - \$3.07 per 1,000 gallons

Meter Size: 1"

0 - 3,000 Gallons - \$49.25

3,001- 10,000 gallons - \$2.57 per 1,000 gallons

10,001 gallons and above - \$3.07 per 1,000 gallons

(b) Commercial Connections:

Meter Size: 3/4" x 5/8"

0 - 3,000 Gallons - \$44.75

3,001- 10,000 gallons - \$2.57 per 1,000 gallons

10,001 gallons and above - \$3.07 per 1,000 gallons

Meter Size: 1"

0 - 3,000 Gallons - \$49.25

3,001- 10,000 gallons - \$2.57 per 1,000 gallons

10,001 gallons and above - \$3.07 per 1,000 gallons

2. Monthly Rates for Sewage Service Charge shall be as follows:

(a) Residential Connections:

A flat fee of \$72.63 per connection (associated with 3/4" x 5/8" and 1" water meter sizes); provided, however, that any meter installed for the purpose of

outdoor watering only and which does not discharge to the District's Sanitary Sewer shall not be billed a Sewage Service Charge.

No out of district sewer connections are allowed for Redland Estates at this time.

(b) Commercial Connections:

A flat fee of \$72.63 per connection (associated with 3/4" x 5/8" and 1" water meter sizes); provided, however, that any meter installed for the purpose of outdoor watering only and which does not discharge to the District's Sanitary Sewer shall not be billed a Sewage Service Charge.

No out of district sewer connections are allowed for Redland Estates at this time.

END OF ARTICLE III

ARTICLE IV

IV. RULES AND REGULATIONS GOVERNING WATER AND SEWER SERVICE

The following rules and Regulations (the "Rules and Regulations") shall govern the installation of connections or taps to the District's Waterworks and Sanitary Sewer System, the limitations on flow of waste into the Sanitary Sewer System, the protection of all facilities which are part of the District's Waterworks and Sanitary Sewer System, and set performance standards for water fixtures in new construction.

A. Water Service Lines and Water Taps

1. Only one (1) service line may be connected to the District's water meter for each residence or commercial building
2. All connections to the District's Water Mains shall be made by the District's personnel, its Designee or the District's contractor. The connection shall include the furnishing and installing of the service saddle, water service line, water meter, and water meter vault.
3. The connections to the District's water mains and sanitary sewers may be made at different times.
4. The following materials are allowable for connect of a building to the District's Water Service Line:
 - (a) Brass curbs stops, corp stops, and U-branch and related fittings manufactured by Ford, Hays or Muller;
 - (b) Polyethylene water service pipe, 3/4" to 2";
 - (c) Cast iron water service pipe, 2" and larger;
 - (d) Water main pipe of PVC, C-900;
 - (e) Plastic meter box up to 1" meter; or
 - (f) Concrete meter box, 1" to 2" meter.

B. Sewer Service Line and Sewer Taps

1. Only one (1) service line may be connected to the District's sanitary sewage collection system for each residence or commercial building.
2. Only the following types of pipe and fitting material are approved for constructing service lines. Pipe and fittings on each individual service line must consist of the same material:
 - (a) Cast iron soil pipe, standard weight, conforming to ASTM Specifications A74 with rubber gasket joint coupling conforming to ASTM Specifications C564.
 - (b) Poly-vinyl-chloride PSM (PVC) pipe conforming to ASTM Specifications D3034

- and installed according to ASTM D2331.
- (c) Ductile-Iron Pipe conforming to ANSI A21.51 with rubber gasket joints, ANSI A21.11, and installed according to manufacturer's recommendations.
 - (d) Acrylonrile-butadiene-styrene (ABS) pipe, material conforming to ASTM Specifications D2751.
3. Minimum sizes of service lines shall be as follows:
 - (a) Residential — 4-inches in diameter
 - (b) Commercial — 6-inches in diameter
 4. Minimum grades for service lines shall be as follows:
 - (a) 4-inch pipe — one foot drop per hundred feet (1%)
 - (b) 6-inch pipe — six inches drop per hundred feet (0.5%)
 - (c) 8-inch pipe — four inches drop per hundred feet (0.33%)
 5. Maximum grades for service lines shall be as follows:
 - (a) 4-inch pipe — two and one-half feet drop per hundred feet (2.5%)
 - (b) 6-inch pipe — one and one-half feet drop per hundred feet (1.5%)
 - (c) 8-inch pipe — one foot drop per hundred feet (1%)
 6. All service lines must be constructed to true alignment and grade. Warped and sagging service lines will not be permitted.
 7. Building tie-on connection must be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.
 8. Water-tight adapters of a type compatible with the materials being joined must be used at the point of connection of the service line to the building plumbing. No cement grout materials are permitted.
 9. Where the District has provided "y"s or stacks on sanitary sewer lines, these existing y's or stack connections must be utilized for connection of the service line to the sewer main unless an exception is permitted by the District's Manager.
 10. In all cases where the District's sanitary sewer line is on the opposite side of the street from the connection, the District has provided cross street runs, generally at alternate lot corners. Connections shall be made to these cross street runs and not at any other location.
 11. Fittings and Cleanouts:
 - (a) No bends or turns at any point will be greater than forty-five (45') degrees;
 - (b) Each horizontal service line must be provided with a cleanout at its upper terminal;

- (c) each such run of piping which is more than ninety (90') feet in length must be provided with a cleanout for each ninety (90') feet, or fraction thereof, in the length of such piping;
 - (d) Each cleanout must be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of "y" branch and end-of-the-line cleanouts, cleanouts must be installed vertically above the flow line of the pipe;
 - (e) Cleanout must be mad with air-tight mechanical plug.
12. All sanitary sewer connections shall be made by a qualified plumbing contractor approved the District Manager. However, the Manager will make the inspection and must certify on the application form, EXHIBIT "A", (hereto attached), that the sewer connection was made in accordance with these Rules and Regulations.
 13. When the service line is complete, and prior to backfilling the pipe trench, the applicant for sewer service shall request an inspection of the installation. Request for inspections shall be made to the District's Manager at least twenty-four (24) hours in advance of the time such inspection is desired.
 14. The physical connection to the District's sewer main must be made by use of an adapter of a type compatible with materials being joined. The connection shall be water-tight. No cement grout materials are permitted.
 15. Backfilling of the service line trench must be accomplished within twenty-four (24) hours of inspection and approval. No debris will be permitted in the trench.

C. Protection of District's Waterworks and Sanitary Sewer System

1. It shall be unlawful for any person, unless authorized in writing by the District, 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 waterworks and sanitary sewer system, including, with respect to the waterworks system, water plants, flushing valves, valve boxes, and water lines up to the meter box and including meters; provided, however, that duly authorized members of the Fire Department shall have such flushing valves for fire protection purposes.
2. It shall be unlawful for any person to connect any building to the waterworks system without a meter or to have a straight line connection to a building without being metered.
3. It shall also be unlawful to draw water from the waterworks system without being metered, including the unauthorized use of a flushing valve or unmetered water taps. Meter installations shall include back flow prevention devices on all new commercial connections. Additionally, the District reserves the right to require any present or future connections, whether commercial or residential, to install a back flow prevention

device. The cost of such devices shall be borne entirely by the customer.

4. Any residential, commercial, apartment or non-profit connection which shall have interior fire control or prevention systems, which depend on water from the District shall submit plans and calculations to the District for approval prior to connection of such systems or at any other time as required by the District. Any such private fire protection system shall be metered.
5. No down spouts, yard or street drains, or gutters will be permitted to be connected into the District's sanitary sewage facilities. All clean outs must be capped. No surface storm water shall be discharged into the District's sanitary sewer system.
6. Swimming pool connection will not be made to the District's sewer system unless approved by the Board of Supervisors.
7. Review and acceptance of the District shall be obtained prior to the discharge into the public sewers of any wastes and waters having:
 - (a) A 5-Day, 20 degrees Centigrade biochemical-oxygen-demand (BOD) greater than 300 ppm:
 - (b) Suspended solids containing greater than 300 ppm
8. Pre-treatment - Where required, in the opinion of the District, to modify or eliminate wastes that are harmful to the structures, processes or operation of the sewage disposal works, the person shall provide, at his expense, such preliminary treatment or processing facilities as may be determined necessary to render his wastes acceptable for admission to the public sewers.
9. Grease, Oil and Sand Interceptors - Grease, oil and sand interceptors shall be provided for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private quarters or dwellings. All interceptors shall be of a type and capacity approved by the District and shall be located as to be readily and easily accessible for easy cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, water-tight and equipped with easily removable covers which, when bolted in place, shall be gas-tight and water-tight. Where installed, all grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.
10. Design calculations, plans, specifications and any other pertinent information relating to proposed preliminary treatment or processing facilities shall be submitted for approval of the District prior to the start of their construction, if the effluent from such facilities is to be discharged into the Public Sewer.

11. Sampling Wells - Sampling wells shall be provided for all new sewer connections serving commercial, unrestricted or unrecorded property. In addition, the District reserves the right to require the addition of a sampling well to any current connection at any time that such connection has a change of use or at any time that such sampling well is determined to be necessary by the District's Manager. Where required, such sampling wells shall be installed and maintained by the owner at his sole expense.
12. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing at any connection which provides water for human use. This requirement may only be waived for lead joints that are necessary for repairs to cast iron pipe.
13. Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be located so as to make possible their submergence in any contaminated or polluted liquid or substance.
14. No direct connection between the District's water supply and a potential source of contamination shall be permitted to exist. Potential sources of contamination shall be isolated from the District's water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices shall be in compliance with state plumbing codes, and the District may require inspections of any such valve or backflow prevention device on such schedule as deemed appropriate by the Board of Supervisors.
15. No cross-connection between the District's water supply and a private water system shall be permitted to exist. Where an actual air gap is not maintained between the District's water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly shall be properly installed and a service agreement shall exist for annual inspection and testing by a certified backflow prevention device tester.
16. No connection to the District's water supply shall be permitted which would allow the return of water used for condensing, cooling or industrial processes back to the District's water supply.
17. No plumbing fixture shall be installed within the District which is not in compliance with a state approved plumbing code.

D. Prohibited Discharges to Sewage Works

1. No person shall discharge or cause to be discharged any storm water, ground water, roof run-off, sub-surface drainage, down spouts, yard drains, yard fountain and ponds or lawn sprays into any sanitary sewer. Storm water and all other unpolluted drainage

shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the District. Unpolluted processed water may be discharge upon prior written approval of the District to a storm sewer or natural outlet or into the sanitary sewer system by an indirect connection whereby such discharge is cooled, if required, and flows into the sanitary sewer at a rate not in excess of three (3) gallons per minute, provided the waste does not contain materials or substances in suspension or solution in violation of the limits prescribed herein.

2. In cases where, and in the opinion of the District, the character of the sewage from any manufacturer or industrial plant building or other premises is such that it will damage the system or cannot be treated satisfactorily in the system, the District shall have the right to require such user to dispose of such waste otherwise and prevent it from entering the system.
3. No person shall discharge or cause to be discharged, either directly or indirectly, any of the following described substances, materials, waters or waste:
 - (a) Any liquid having a temperature higher than 150 degrees Fahrenheit (65 degrees Centigrade), except with approval of District.
 - (b) Any solids, liquids or gases, which by themselves or by interaction with other substances, may cause fire or explosion hazards, or in any other way be injurious to persons, property, or the Manager of the sewage disposal works.
 - (c) Any solids, slurries or viscous substances of such character as to be capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works, such as ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshlings, entrails, lime slurry, lime residues, slops, chemical residues, paint residues, or bulk solids.
 - (d) Any garbage that has not been properly comminuted or shredded. If properly comminuted or shredded, then it may be accepted under provisions established in ARTICLE I.B.
 - (e) Any noxious or malodorous substance, which either simply or by interaction with other substances is capable of causing objectionable odors, or hazard to life; or forms solids in concentrations exceeding limits established in ARTICLE IV.C, or creates any other conditions deleterious to structures of treatment processes; or requires unusual provisions, alteration, or exposure to handle such materials.
 - (f) Any waters or wastes having a pH lower than 5.5 or higher than 10.5, or having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel of sewage disposal works.
 - (g) Any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expenses is required to handle such materials at the sewage treatment or in the public sewage works.
 - (h) Any waters or wastes containing a toxic or poisonous substances such as plating or heat-treating wastes in sufficient quantity to injure or interfere with any

- sewage treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving waters of the sewage treatment plant.
- (i) Any radioactive wastes greater than allowable releases as specified by current United States Bureau of Standards Handbooks dealing with the handling and release of radioactivity.
4. Except in quantities, or concentration, or with provisions as stipulated herein, it shall be unlawful for any person, corporation or individual, to discharge water or wastes to the sanitary sewer containing:
- (a) Free or emulsified oil and grease exceeding on analysis an average of 100 parts per million (833 pounds per million gallons) of either or both, or combinations of free or emulsified oil and grease, if, in the opinion of the District it appears probable that such wastes:
 - (i) Can deposit grease or oil in the sewer lines in such manner to clog the sewers;
 - (ii) Can overload skimming and grease handling equipment;
 - (iii) Are not amenable to bacterial action and will therefore pass to the receiving waters without being affected by normal sewage treatment processes; or
 - (iv) Can have deleterious effects on the treatment process due to excessive quantities.
 - (b) Cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of one-half (0.5) part per million by weight as Cn in the wastes from any outlet into the public sewers.
 - (c) Materials which exert or cause:
 - (i) Unusual concentrations of solids for composition; as for example, in total suspended solids of inert nature (such as Fuller's Earth) and/or in total dissolved solids (such as sodium chloride, or sodium sulfate);
 - (ii) Excessive discoloration;
 - (iii) Unusual biochemical oxygen demand or an immediate oxygen demand; high hydrogen sulfide content; or
 - (iv) Unusual flow and concentration shall be pretreated to a concentration acceptable to the District, if such wastes can cause damage to collection facilities, impair the process, incur treatment costs exceeding those of normal sewage, or render the water unfit for stream disposal or industrial use. Where discharge of such wastes to the sanitary sewer are not properly pretreated or otherwise corrected, the District may reject the wastes or terminate the service of water and/or sanitary sewer, require control of the quantities and rates of discharge of such wastes, or require payment of surcharges for excessive cost for treatment provided such wastes are amenable to treatment by normal sewage plant facilities operated by the District.

E. Powers and Authority of Enforcing Agents

The District shall be permitted to gain access to such properties as may be necessary for the purpose of inspection, observation, measurement, sampling and testing, in accordance with provisions of these regulations. Any person found to be violating any provisions of this Order shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Any person who shall continue any violation beyond the time limit shall be guilty of violation of this Order and shall be summarily disconnected from the sanitary sewer and/or water service. Such disconnection and reconnection shall be at the total expense of the Consumer.

F. Water Conservation Provisions

The District has adopted, by Resolution, a Water Conservation Plan that sets forth measures currently in place and to be taken by the District to ensure compliance with applicable state law and to promote water conservation. The Water Conservation Plan describes the District's approach to promote efficient water use and to effectively manage its water resources while maintaining an environment acceptable to the District's residents.

G. Grease Traps

1. Grease Trap Inspections.

- (a) The Manager or other duly authorized representative of the District shall be authorized, after providing reasonable notice to the landowner in advance, to enter upon any tract within the District to determine the necessity for a grease trap.
- (b) Any person who is responsible for a discharge into the District's sanitary sewer system for which, in the sole opinion of the District and its Manager, a grease trap is required and who does not have an approved grease trap in place shall have sixty (60) days from the date of notice by the District within which to construct and install the required grease trap and secure necessary approvals thereof.
- (c) The Manager or other duly authorized representative of the District shall be authorized to conduct periodic inspections of all grease traps within the District that are subject to this Order to ensure that grease traps are being maintained in effective operating condition, and that all necessary manholes, inspection chambers and related facilities are being maintained and are fully operational.

- (d) In the event a grease trap or any related facilities are found in an unserviceable condition or in need of cleaning or maintenance, the Manager or other duly authorized representative of the District shall give written notice to the person responsible for the discharge for which the grease trap is required advising such person of the deficiencies and requesting prompt attention to the matter. The Manager shall conduct such follow-up inspections as may be necessary until the grease trap is in effective operating condition.
- (e) The District may invoke the procedure described in Article V of this Order to discontinue water service to a tract or establishment in the event the owner or proprietor of said tract or establishment either (a) refuses to permit an inspection pursuant to this Section, or (b) fails, within seven (7) days after receiving written notice issued by the Manager, the Board of Supervisors or other duly authorized representative of the District, to correct any condition found to be violation of the District's requirements for installation, maintenance and operation of the grease traps. In addition, the District may assess a fine of \$5,000.00 per day to any party that fails, within seven (7) days after receiving written notice of violation, to correct the condition prompting the notice, in accordance with the provisions of Article V of this Order, and the Board may, at its discretion, take such action as necessary to correct the condition and maintain the grease trap and bill the customer one and a half times the District's cost of such corrective action.

2. Grease Trap Inspection Fee.

A periodic charge of \$75.00 may be made against each person responsible for maintenance of a grease trap pursuant to this Order. The charge (grease trap inspection fee) shall defray the District's expenses of periodic inspections of grease traps as provided in this Order.

H. Wastewater Discharge Criteria

<u>TYPE OF DEVELOPMENT</u>	<u>CALCULATED VALUE</u>
Bakery	0.225 GPD per sq.ft.
Barber Shop, General	150 GPD per bowl
Barber Shop, Supercuts	77 GPD per bowl
Beauty Shop	150 GPD per bowl
Bowling Alley	200 GPD per lane
Car Repair	0.05 GPD per sq. ft.
Carwash, Tunnel, Self Serve	2,000 GPD per carwash
Carwash, Tunnel, with Attendants	9,920 GPD per carwash
Carwash, Hand Type, Self Serve	385 GPD per carwash bay

Church	1 GPD per seat
Club, Tavern, or Lounge	10 GPD per occupant
Convenience Store	0.07 GPD per sq. ft.
Country Club	100 GPD x members, 25 GPD x guest
Day Care Center	10 GPD per occupant
Dormitory	90 GPD per bed
Fire Station	90 GPD per capita
Funeral Home	675 GPD per service
Gas Station *, **	495 GPD per station
Gas Station Full Service *, **	553 GPD per station
Gas Station with Carwash**	2,685 GPD per station
Grocery Store, 5,000 - 28,999 sq. ft.	0.00 GPD per sq. ft.
Grocery Store, 29,000+sq. Ft.	0.21GPD per sq. ft. minus 3,773 GPD
Health Club	0.38 GPD per sq. ft.
Homeless Shelter	33 GPD per bed
*=	Does not include Carwash
**=	Includes Convenience Store
***=	Rooms without Kitchen Facilities
****=	Does not include Restaurant or Laundry

I. Drought Contingency Plan

The District has adopted, by Resolution, a Drought Contingency Plan (the Plan) in order to conserve the available water supply and protect the integrity of water supply facilities, with a particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions.

The goal of the Plan is to balance the competing needs for water and minimize the adverse effects of water shortages during periods of drought and other emergency water shortages. This Plan addresses the steps to be taken by the District or its designee when drought conditions occur and when it appears the existing water supply may not be sufficient to meet all of the existing needs without some type of restrictions.

The Plan contains triggering criteria and responses to each stage of the Plan. The District or its designee shall determine when conditions warrant initiation or termination of each of the following stages of the Plan:

1. Stage 1 Response – MILD Water Shortage Conditions
2. Stage 2 Response – MODERATE Water Shortage Conditions
3. Stage 3 Response – SEVERE Water Shortage Conditions
4. Stage 4 Response – CRITICAL Water Shortage Conditions
5. Stage 5 Response – EMERGENCY Water Shortage Conditions

END OF ARTICLE IV

ARTICLE V

V. ENFORCEMENT OF THIS ORDER ESTABLISHING WATER AND SEWER RATES, RULES AND REGULATIONS, AND WATER EMERGENCY PROVISIONS

A. Enforcement

1. Pursuant to Section 53.122, Texas Water Code, the Rules and Regulations shall be recognized by the Courts of the State of Texas as if they were penal ordinances of a city.
2. Pursuant to Section 49.004, Texas Water Code, enforcement of the Rules and Regulations shall be by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office is located.
3. Pursuant to Section 49.228, Texas Water Code, a person who willfully destroys, defaces, damages, or interferes with district is guilty of a Class B misdemeanor.

B. Penalties

1. If any person, firm, or corporation shall violate any of the provisions of this Order, they shall be guilty of a misdemeanor, and upon conviction in a court of competent jurisdiction, shall be punished by a fine not to exceed Two Hundred Dollars (\$200.00) for each offense. Each day of such violation shall be deemed a separate offense.
2. Any person violating any of the provisions of this Order shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation.
3. Termination of Service.

C. Notice Of Violation

1. Delinquent Accounts. In the event a Consumer shall fail to pay any water and/or sewer bill prior to delinquency, the District shall deliver notice of such delinquency to the Consumer by regular mail at the address on the District's billing records or by door hanger on the premises where service is received. The notice shall contain the following:
 - A. fact, date and amount of delinquency;
 - B. the telephone number and address of the Manager to contact in the event questions arise with respect to the delinquency;
 - C. a statement that the Manager has the authority to resolve clerical mistakes in

- the water and/or sewer bill; and
- D. a statement that failure to pay delinquent amount will result in termination of service.

The notice shall be deposited in the mail or delivered at least 3 days before the date of the District's meeting.

- 2. Other Violations. In the event any person shall violate any of the provisions of this Order, the Board shall notify such person in writing at the address on the District's billing records, if any, by certified mail, return receipt requested, and by regular mail of such violation and the notice shall contain the following:

- (c) notice of the nature of the violation;
- (d) notice of the potential penalty for the violation; and
- (e) date, time and location of the District's next Board meeting at which meeting such person will be entitled to present all evidence in his possession with respect to the violation.

The Notice shall be mailed no later than ten (10) days prior to the meeting.

- 3. The decision of the District shall be final.

D. Non-Waiver

The failure, on the part of the District, to enforce any section, clause, sentence or provision of this Order shall not constitute a waiver of the right of the District to later enforce any section, clause, sentence or provision of this Order.

E. Validity

- 1. All provisions of District's orders or regulations in conflict herewith are hereby repealed. The validity of any section, clause, sentence or provision of this order shall not affect the validity of any other part of this Order, which can be given effect without the invalidated part or parts
- 2. The District's President is authorized to execute and the District's Secretary to attest this Order on behalf of the District.

END OF ARTICLE V

EXHIBIT "A" – Angelina County Fresh Water Supply District No. 1 – Application for Water/Sewer Service