

PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1

**RULES AND REGULATIONS
REGARDING WATER, SEWER
AND SOLID WASTE SERVICES**

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ARTICLE I
DEFINITIONS OF TERMS

1. "Apartment Connections" shall mean all multiplex residential connections which are served by a master meter.
2. "Applicant" means a person or entity applying for a Service Commitment or a Service Extension Commitment with the District pursuant to Article II. A. and B. of these rules.
3. "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".
4. "C.O.D." shall mean the chemical oxygen demand measurement of water and wastewater quality.
5. "Commercial Connection" shall mean and include any office, building, hotel, motel, retail store, industrial complex, school or other establishments which are not residential or apartment.
6. "Commission" shall mean the Texas Commission on Environmental Quality or its successor agency.
7. "Customer" shall mean the person that is currently receiving or who proposes to receive from the District retail water, wastewater or solid waste service from the District.
8. "Delinquent Bill" shall mean a bill for water, sewer and/or solid waste service which has not been paid within twenty (20) days after the date of the bill for the preceding month's service.
9. "District" shall mean the Paseo del Este Municipal Utility District No. 1 and, where appropriate, the District's Board of Directors, the District's Engineer, the General Manager, the District's Attorney or any other person authorized by the District's Board of Directors to act for the District in carrying out the provisions of this Order.
10. "District Engineer" shall mean (i) the professional consulting firm employed by the District to provide engineering services and (ii) when appropriate for water distribution and sewer collection lines serving an area within one of the other districts within the District's Service Area, the professional consulting engineering firm employed by that district to provide engineering services for those lines serving areas within that district.
11. "District's Rate Order" or "Rate Order" shall mean that order, as now or hereafter adopted or amended by the District's Board of Directors, setting out the District's rates, fees and charges for District services. Any reference to the District's Rate Order contained in these Rules shall be to the latest version of such order as adopted or amended by the Board of Directors and

shall include any amendments made thereto. The District's Rate Order is hereby incorporated into these Rules by reference for all intents and purposes.

12. "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.
13. "EPWU" shall mean the El Paso Water Utilities.
14. "FOG" shall mean fats, oils, and greases i.e., organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical procedures established in 40 CFR 136, as may be amended from time to time.
15. "Food Service Establishments" shall mean a facility that generates FOG as a result of food manufacturing, processing, preparation, or food service; such facilities include, but are not limited to restaurants, food manufacturers, food processors, hospitals, schools, hotels and motels, prisons, nursing homes, or any other facility preparing, serving, or otherwise making any food products available for consumption. This term excludes private residences where food is prepared for individual family consumption.
16. "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.
17. "General Manager" shall mean the individual designated or appointed by the District's Board of Directors to supervise the operation of and act as the General Manager of the District.
18. "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.
19. "Landscaping" shall mean any installation of plant material, sod, ground cover, playscapes, athletic fields, trails or similar materials or facilities intended for public use and enjoyment within public rights-of-way, medians, parks or other public areas with the intention that the same are to be dedicated to, and maintained by, the District after completion of construction.
20. "Landscape Plan" shall mean a construction plan submitted to the District, for review by the District's Engineer, describing Landscaping. The construction plan must contain appropriate certifications by a Licensed Landscape Architect, Licensed Irrigator or Licensed Professional Engineer on the appropriate plan sheets.
21. "LUE" shall mean the equivalent number of Residential Connections assigned to a Commercial or Apartment Connection such that the Commercial or Apartment Connection bears an equitable burden of the District's costs to provide service. One LUE equates to one single family residential connection.
22. "Maintenance" shall mean the process of keeping something in good working condition or repair, normal wear and tear excepted, and, when used in Article VII hereof, shall include (i)

keeping Landscaping healthy, clean, safe, attractive and mowed or trimmed, as appropriate, and (ii) preserving the cleanliness of public rights-of-way, medians, parks or other public areas where the Landscaping is located.

23. "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
24. "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 gallons, per capita.
25. "Parts-per-Million" shall mean a weight-to-weight ratio; the parts-per-million value multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of water
24. "Person" shall mean any and all persons, natural or artificial, including any individual, firm, company, industry, municipal, or private corporation, association, governmental agency, or their agents, servants or employees.
25. "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".
26. "POTW" shall mean a publicly owned treatment works.
27. "Properly Shredded Garbage" shall mean the wastes from the preparation, 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 1/2 inch in any dimension.
28. "Public Sewer" shall mean a sewer in which all owners of abutting properties shall have equal rights and interest and controlled by public authority.
29. "Residential Connection" shall mean and include any single family residence, townhouse or multiplex when such is separately metered. One Residential Connection is equivalent to one LUE.
30. "Residential Water Tap" is defined herein as a 5/8" Water Meter to serve one (1) single family residence (LUE). All "Residential Water Taps" will be installed by the District.
31. "Residential Water Service Line" shall mean the water line from the water meter for the property to be served with water to the District's waterworks system. The size of the "Residential Water Service Line" shall be as follows:
 - (a) A 1 1/2" Water Service Line to serve two (2) single-family residences; or
 - (b) A 1" Water Service Line to serve one (1) single-family residence.The service line shall be seamless Type K copper tubing.

32. "Security Deposit" means the money deposited with the District by the Customer to secure payment of Delinquent Bills or other amounts owed by Customer to the District as permitted by law and the District's Rules.
33. "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.
34. "Service Area" or "District's Service Area" means the area within the current boundaries of the District and Paseo del Este Municipal Utility Districts Nos. 2-11, together with any other areas added thereto by agreement among such entities, and for solid waste service, the area within the District and any others of Paseo del Este Municipality Districts Nos. 2-11 entering into an agreement with the District authorizing the District to provide solid waste service to customers within such district's boundaries.
35. "Service Commitment" shall mean a formal written commitment issued by the District pursuant to Section II. A. of these Rules stating that water and/or wastewater capacity of a specified volume is or will be made available for a defined tract of land when that commitment does not require extension or oversizing of any District System facilities other than (i) internal water distribution lines, (ii) internal wastewater collection lines and (iii) internal drainage facilities. If the Service Commitment is for a tract of land that has associated Landscaping, the Applicant must also comply with the provisions of Article VII related to Landscaping.
36. "Service Extension Commitment" shall mean a formal written commitment issued by the District pursuant to Section II. B. of these Rules stating that water, wastewater and/or drainage service is or will be made available to a defined tract of land when that commitment requires extension or oversizing of any District System facilities in addition to (i) internal water distribution lines, (ii) internal wastewater collection lines and (iii) internal drainage facilities. If the Service Extension Commitment is for a tract of land that has associated Landscaping, the Applicant must also comply with the provisions of Article VII related to Landscaping.
37. "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.
38. "Sewage Service Charge" shall mean the monthly charge made on all users of the public sewer system.
39. "Sewage Treatment Plant" shall mean any the sewage transportation and treatment facilities of El Paso Water Utilities used for receiving and treating sewage from the District's wastewater system pursuant to any agreements between the District and El Paso Water Utilities.

40. "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.
41. "Sewer" shall mean a pipe or conduit for carrying sanitary sewage.
42. "Sewerage" shall mean the system of sewers and appurtenances for the collection, transportation and pumping of sewage and industrial wastes.
43. "Sewer Service Line" shall mean the Sewer Line from the property line to the District's Wastewater System.
44. "Sewer Tap" shall mean the physical connection of a Sewer Service Line to the District's Wastewater System. Without the written consent of the District's Board of Directors, only one (1) Sewer Tap shall be permitted for each building.
45. "Solid Waste" includes any waste, refuse, discarded or abandoned material or equipment whether serviceable, unserviceable, or capable of being serviceable, including solid, semi-solid, composite or contained gaseous or liquid materials, resulting from residential, commercial, industrial, municipal, mining and agricultural operations and from community and institutional activities. Toxic and hazardous waste materials specifically regulated and controlled by state and federal laws, regulations and agencies are expressly excluded.
46. "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, the American Public Health Association and the Water Environment Federation.
47. "Storm Sewer or Storm Drain" shall mean a sewer which carries storm and surface waters and drainage but excludes sewage and polluted industrial wastes.
48. "Storm Water Runoff" shall mean that portion of the rainfall that is drained into the sewers.
49. "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".
50. "System" as used herein shall mean the water, wastewater and/or drainage facilities of the District and all extensions and additions thereto, whether now in place or hereafter constructed.
51. "Transient Customer" shall mean any Customer which will be served by the District for a temporary period of time through a temporary connection and for which a temporary connection fee is charged instead of a tap fee as provided by the District's Rate Order.
52. "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.

It shall contain not 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.

- 53. "Wastewater" 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.
- 54. "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.
- 55. "'Water Mains" shall mean water distribution pipes located in public rights-of-ways or easements and maintained by public authorities.
- 56. "Water Service Charge" shall mean the monthly charge made on all users of the public water system.

ARTICLE II
ISSUANCE OF SERVICE COMMITMENTS AND SERVICE EXTENSION
COMMITMENTS; APPROVAL OF CUSTOMER CONNECTIONS

A. PROCEDURE FOR ISSUANCE OF SERVICE COMMITMENTS

This Procedure for Issuance of Water, Wastewater and Drainage Service Commitments (the "Procedure") shall not apply to any retail single-family Customers within the District's Service Area where such area has been platted and currently has retail service approved by the District available to it. For example, no owner of a single-family residential lot in a platted subdivision to which District service is available shall be required to comply with this Procedure; rather, such owner may apply directly for a single-family residential retail service utility connection under Section II D.

The Board of Directors has adopted these procedures for the purpose of providing water, sewer and drainage service commitments for the future growth and development within the District's Service Area in a uniform and nondiscriminatory manner. These procedures shall apply uniformly throughout the District.

- 1. Application Fee.** The Application for Service Commitment, attached hereto as Exhibit "A," along with a check made payable to the District in the amount of \$500.00 plus \$100.00 for each LUE of water and sewer capacity to be reserved, shall be completed and submitted to the District's General Manager at 13034 Eastlake Boulevard, Suites D-E, El Paso, Texas 79928.
- 2. Processing and Approval of the Application.** Upon receipt of the Application and fee, the General Manager shall authorize the District's Engineer to begin the evaluation of the Application. The fee will be used to cover the expenses incurred by the District for the preliminary evaluation by the consultants as to whether the District's System facilities can accommodate the proposed project, review of the construction plans describing the planned connection to or extension of the District's water, wastewater or drainage system and progressive inspection of the construction. The evaluation and review of the Application by the General Manger shall be completed within 60 days of receipt and acceptance of the fully completed Application and the Application shall be thereafter presented to the Board for approval or disapproval at its next regular meeting. Should the Application be disapproved, the General Manager shall return the application fee less the actual cost of review.
- 3. Additional Fee.** The District reserves the right to impose an additional fee the on Applicant should the initial fee not be sufficient to cover anticipated District's costs during the review, including consultants' costs. If such additional fee is not paid within ten (10) days of the District's request, then all review work will be stopped, and the Application will become null and void upon fifteen (15) days written notice to the Applicant.

4. Application Conference. Any Applicant requesting a Service Commitment shall be required to attend an application conference with the District's General Manager and Engineer before final processing of the Application shall be completed. Such application conference shall be scheduled by the District's General Manager within thirty (30) days of receipt of the Application.

5. Miscellaneous Conditions.

(a) Application Required. Any party requesting Service Commitment or a Service Extension Commitment from the District shall be required to submit an Application to the District.

(b) Transfer. Commitments are non-transferable except with the prior written approval of the District's Board of Directors, acting in its sole discretion.

(c) Taxes. Applications shall not be considered for Applicants or for property with delinquent taxes owed to the District.

(d) Construction. No construction may begin on any water, sewer or drainage improvements until all fees required by the District have been paid and the construction plans for the improvements have been approved by the District's Engineer.

(e) Construction Plans. The term "Construction Plans" shall refer to the drawings or designs of the improvements intended to be utilized in connection with any Service Commitment approved by the District and the District Engineer. Such plans must be sealed by a licensed professional engineer. All Construction Plans must be based on Texas State Plane Coordinate System, Central Zone, NAD83 with NAVD88 vertical control. NAVD88 vertical control must be based on NGS Control Points TX04-A or TX04-B, located at the West Texas Airport. All construction plans and specifications must, at a minimum, conform to the standards of the District, the EPWU, the City of El Paso, El Paso County, the TCEQ and any additional criteria approved from time to time by the District's Board of Directors. Such plans and specifications must be submitted to the District's Engineer and the TCEQ for approval. The District's Engineer shall submit, or will require the Applicant to submit, such plans to the EPWU for approval also. No construction shall begin until the plans and specifications have been approved by the District and any other such entities, as appropriate. The Construction Plans must present the water and wastewater improvements in plan profile view. Specifically, each section of a water or wastewater line represented on a construction plan sheet in plan view must include the profile view of that section on the same construction plan sheet. The plan and profile drawings shall be at a minimum scale of one-inch equals fifty feet horizontally and one inch equal five feet vertically. Any

clarification of the Construction Plan requirements, or request for a variance to same, should be addressed to the District Engineer.

- (f) Construction Deadline. Construction must commence and installation of all water, wastewater and drainage facilities must be complete prior to the expiration date contained in the commitment. In the event installation of such facilities has not been completed on any tract for which a commitment has been issued prior to the expiration of the commitment, the commitment shall lapse without notice and the application procedures must be re-instituted as described herein.
- (g) Progress Reports. The Applicant shall provide the District and the District Engineer with periodic written progress reports at thirty (30) day intervals advising the District and the District Engineer as to the status of progress through commencement and completion of construction.
- (h) Plats and Approvals. All tracts of land receiving service must be platted as required by law and the construction plans must be approved by the District Engineer and other appropriate agencies prior to utility service being provided by the District. Prior to approval of the Construction Plans the Applicant must submit to the District Engineer a digital AutoCad drawing file (Release 14 or more current version) of the plat on compact disc.
- (i) Extension of Facilities. The Applicant must extend the necessary water, wastewater and drainage facilities to serve its property in areas where such facilities do not exist in accordance with the provisions of Section II.B. Failure to complete extension of the necessary water, wastewater and drainage facilities and obtain approval and acceptance thereof by the District and any other district with jurisdiction over any such facilities located within the District's Service Area to which the District provides retail water and wastewater service in accordance with these Rules (and, particularly Section II. B) shall serve as justification for the District to terminate, curtail or deny water and sewer service under these Rules.
- (j) Easements. The Applicant, at its sole cost, must transfer to the District and/or the district in whose boundaries the water, wastewater or drainage facilities to be operated and maintained by the District are located, as appropriate.
- (k) Maintenance Responsibility. All water, wastewater and drainage facilities constructed (i) which have not been formally accepted by the District and/or the district in whose boundaries the facilities are located pursuant to written transfer or plat dedication, (ii) that are not in permanent acceptable easements, or (iii) which lie within private developments (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 the 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 fees as described in Paragraph 1-3 hereof.
- (m) No Single Service. No commitment will be issued by the District for water service without either sewer service or an approved on-site disposal system planned for sewer service without water service.
- (n) Mandatory Connection to Wastewater System. Except as otherwise provided in Section B. 8 of this Article II, any lot located within the District Service Area will be required to connect to the District's Wastewater System.
- (o) Connection of Service. A Service Commitment issued under this Section is for a reservation of capacity in the District's system. Actual service shall not be extended or connected to a tract unless Customers on the tract also comply with these rules and pay the District's applicable fees.
- (p) Landscaping. Any Landscaping associated with a Service Commitment must comply with the provisions of Article VIII of these rules.
- (q) Other. Water and wastewater facilities may not be accepted unless drainage facilities for the area are also complete and accepted at the same time.

B. PROCEDURE FOR ISSUANCE OF SERVICE EXTENSION COMMITMENTS

The Board of Directors has adopted the following procedures for the purpose of governing extensions of water, wastewater and drainage facilities and services by the District in a uniform and non-discriminatory manner. These procedures shall apply uniformly throughout the District for any new or additional development regardless of whether or not property to which service is requested to be extended has been previously platted or has received a Service Commitment pursuant to Section II.A above.

- 1.** **Application and Deposit.** The Application for "Service Extension Commitment" (attached hereto as Exhibit "B"), along with a deposit check made payable to the District in the amount as reflected in the District's Rate Order, shall be completed and submitted to the District's General Manager at 13034 Eastlake Boulevard, Suites D-E, El Paso, Texas 79928.
- 2.** **Processing Application.** The District Engineer shall review the application for a Service Extension Commitment to new areas. The Applicant shall be required to attend an application conference with the District's General Manager and District's Engineer within 30 days of receipt and acceptance of the fully completed

Application. The District's Engineer shall make recommendations to the District's General Manager within the later of (i) thirty (30) days from the date of the filing of the Application or (ii) fifteen (15) days after the conference with the Applicant. The evaluation and review of the Application by the General Manger shall be completed within the later of sixty (60) days of receipt and acceptance of the fully completed Application or fifteen (15) days after receipt of the Engineer's recommendation by the General Manager, and the Application shall be thereafter presented to the Board for approval or disapproval at its next regular meeting. Should the Application be disapproved, the General Manager shall return the application fee less the actual cost of review. Should the Application be approved by the District's Board of Directors, the District shall issue a written Service Extension Commitment to the Applicant detailing the conditions under which service may be extended provided that the requirements of Section II.A. and this Section II.B. of the District's rules have been satisfied. The application for extension of service shall be reviewed and responded to by the General Manager within 60 days from the date of application.

3. **Extension Charges.**

- (a) Generally. Cost of extension of services to new areas shall be paid by the Applicant (if applicable, in accordance with any applicable reimbursement agreement approved by the District). Cost includes complete installation in accordance with approved plans and specifications, and all related expenses such as engineering, advertising, inspection, paving repair, and legal and administrative expenditures directly attributable to the specific project as set forth in any applicable reimbursement agreement approved by the District. In addition, an Applicant may be required to pay the cost of over sizing lines or facilities as a condition of extension in accordance with Section II.B.6, below.

- (b) Deposit. The Applicant will be required to submit to the District a deposit as specified in the District's Rate Order to cover the cost to the District of the review by the District's General Manager, Attorney and Engineer of the application, construction plans, inspection of the installation of the improvements, and the preparation of any agreements or other legal documents required for the extension of service to new areas. This retainer will be submitted to the District's General Manager simultaneous with the submittal of the Application for Extension of Service. The costs to the District for evaluation of the application plan, reviews, construction, inspections, etc., will be deducted from the retainer. The deposit will be replenished by the Applicant with a like amount upon notice by the District's General Manager. Any remaining amount from the deposit will be refunded without interest to the Applicant upon completion of the water and sewer improvements and their acceptance by the District for operation and maintenance by the District.

(c) Additional Costs. Plans, bid documents, record drawings, and reports will be reviewed and approval prepared by the District Engineer. Administrative expenses and engineering fees, including field staking and inspection charges, will be included in the final total project cost which will be paid by the Applicant.

4. Approval of Construction Plans. No construction shall commence on any water, wastewater or drainage facilities or improvements until after all construction plans and specifications prepared by the Applicant and sealed by a licensed professional engineer, have been reviewed and approved by the District Engineer and all other governmental authorities having jurisdiction including the Commission, the City of El Paso Water Utilities Public Service Board, El Paso County and/or their successors.

5. Water and Wastewater Lines. Lines in all dedicated streets adjacent to the property being developed, including boundary streets, and extending to the most distant point(s) of the development shall be included in initial construction.

Main water distribution and pressure maintenance lines will have a minimum diameter of 12" unless a study or analysis supporting a smaller diameter line is submitted to and approved by the District Engineer. All other water mains shall be minimum diameter of 8" except, that 6" un-looped residential mains may not exceed 600' in length nor contain more than one fire hydrant. All mains will include appropriate tees, crosses, or other fittings with stub outs at platted intersections and ends of lines.

Wastewater lines will be designed with size and slope to allow extension of gravity collection lines to the maximum distance feasible, and as may be necessary in all directions for future projects.

6. Oversizing. In the event that the District, in its sole discretion, determines that any utility lines or facilities proposed to be installed by an Applicant for an extension of service should be oversized in order to facilitate regional planning and the orderly development of the District's system, then such oversizing shall be a condition of any approval of such extension of service or of any commitment for service associated with such extension. In the event that an Applicant is required to oversize any utility line or facility the District may enter into an agreement with the Applicant to repay some or all of the costs of such oversizing from fees paid by persons proposing to utilize the oversized lines or facilities in the future. Any such agreement shall be limited to a term of not more than ten (10) years, shall not impose any financial liability on the District.

7. Construction by Applicant's Contractor. The Applicant will install water and sewer improvements using a contractor selected in accordance with any applicable reimbursement agreement and state law and regulations, based on plans and specifications as approved by the District Engineer. The District Engineer's

construction inspector, at the Applicant's expense, will be present periodically during construction and must be present during all testing.

8. **Septic Tanks.** Temporary water service will be provided for construction and to allow final inspection and approval of septic systems by the City/County Health District; however, service will be discontinued after 30 days if a copy of the license issued has not been provided to the District for its records by that time. Under no circumstances will water service be provided to persons occupying a dwelling without either an approved connection to the District's sewer system or septic system by the El Paso City/County Health District. The General Manager is authorized to make up to two (2) 30-day extensions based on a request from the Applicant.

No additional connections, other than those specified in the original license, as issued by the City/County Health District, will be made to any septic system. No more than one connection (building unit) will be made on any lot unless specifically approved by both the District and the City/County Health District.

Failure of the Applicant to comply with restrictions and covenants of record, on the property(s) involved, will be considered adequate justification for denial of Application for use of a septic system.

Septic system installation is prohibited in those areas which may from time to time be designated "environmentally sensitive" by the Board of Directors of the District where the ground water table (static level) is less than 200' in depth and building lots are less than 2¹/₂ acres in size. Facilities, if authorized in such areas, must meet all requirements of applicable local, State and federal laws, rules and regulations.

10. **Drainage Facilities.** Any Applicant for water and sanitary sewer service must also construct, and have accepted by the District, and any other municipal utility district located within the District's Service Area, any necessary drainage facilities required for development of the area to be served with water and sanitary sewer service to the Applicant. Failure of the Applicant to complete such construction and obtain acceptance of such drainage facilities shall constitute grounds for denial of water and sanitary sewer service.

C. APPLICATION FOR APPROVAL OF RETAIL SERVICE CONNECTION BY CUSTOMER

Any Customer desiring connection to the District's System, after the requirements of Sections A and B above, if applicable, have been met, shall initiate a request for water and wastewater utility service connection at the office of the District. The Applicant will fill out the form "CUSTOMER SERVICE AGREEMENT" a copy of which is attached hereto as Exhibit "C."

D. APPLICATION FOR APPROVAL OF RETAIL SERVICE CONNECTION BY TRANSIENT CUSTOMER

Any person desiring to receive water service from the District as a Transient Customer shall:

- (a) make a written application to the District by contacting the District's General Manager and informing the District's General Manager of:
 - (i) the proposed location of service;
 - (ii) estimated date or dates of usage;
 - (iii) estimated quantity of water or other District services needed; and
 - (iv) an agreement to pay the District's costs and expenses of not only providing such services, but also monitoring and enforcing the terms of the Transient Customer's use of such services, as determined by the District.
- (b) deposit with the District's General Manager a deposit as set forth by the District's Rate Order;
- (c) pay for water or other services at the rate as specified in the District's Rate Order; and
- (d) pay for District's monitoring and enforcing the terms of the Transient Customer's use of such services, as determined by the District.

ARTICLE III

A. SERVICE CONNECTION AND DISCONNECTION POLICIES

- 1. Connection to District's System.** Upon approval of an application for service by the District, payment of all applicable fees and approval and acceptance of the necessary water, wastewater and drainage facilities required to serve an area, Customers within the area may apply for services from the District and, after approval of same, scheduled to be connected to the District's System within 24-48 hours.
- 2. Verification of Payment of Taxes Prior to Rendering Service.** Prior to providing water and sewer service to a Customer, whether for new service or for a reconnection, the District will verify that all applicable 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 security deposit shall be collected on all new connections and on all reconnections after termination for delinquency, in the amounts reflected in the District's Rate Order. The deposit shall have a maximum balance of \$200.00 per account. The deposit shall be refundable after 24 consecutive months of timely payments upon request by account holder or upon transfer of ownership for residential and commercial accounts. No interest shall be paid by the District on any deposit.
- 4. Penalty For Failure to Pay Bill Before Delinquent.** A bill for water and/or sewer service shall be payable upon receipt and shall be late the day after penalty date and delinquent after twenty (20) days following its billing date. A penalty of the greater of \$10.00 or ten percent (10%) of past due bill shall be assessed against each past due bill. No connection or reconnection of water or sewer shall be made until all past due water and sewer bills for the subject property, including any penalty, delinquent fee and additional security amount, have been made paid in full.
- 5. Discontinuing and/or Connecting Retail Service.**

 - (a) At request of Customer

 - (i) New Service: At any time a Customer wishes to establish an account with the District (which shall be done at any time responsibility for payment is changed), such Customer shall pay a non-refundable account transfer fee, deposit and solid waste fee, as specified in the District's Rate Order, provided, however the

account transfer fee shall not apply to a new account being established as a result of payment of a tap fee or a connection fee.

- (ii) Existing Service: The Customer shall notify the District at least two (2) days prior to the time he desires such service discontinued. A charge for restoring water service shall be required as specified in the District's Rate Order.

(b) Discontinuing Service and Removing Meter For Failure to Pay Bills/Taxes When Due

- (i) The District shall have the right to discontinue water and/or sewer service to a Customer at any time after his bill becomes delinquent. A bill shall include charges for any work done by or on behalf of the District which is attributable to a problem in the Customer's system or a problem in the District's system which, in the opinion of the District is caused by a Customer or a Customer's system. Service shall not be restored until receipt of the following charges:

- a. a deposit fee, in accordance with the District's Rate Order,
- b. a reconnection charge in accordance with the District's Rate Order,
- c. payment of the delinquent bills plus any penalties required by the District's Rate Order.

- (ii) 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:

- a. all amounts required by subparagraph (4)(b)(i) above, plus
- b. new connection fee.

- (iii) In the event a delinquent tax to the District is not paid within six months of its due date, the District shall discontinue water and/or sewer service and such service shall not be restored until receipt of proof of payment of District taxes. On or about August 1st of each year the District's General Manager shall review all active accounts of the District. Those found to have delinquent taxes owing to the District or any district in the District's Service Area for the Customer's property being served shall be sent notice that taxes are delinquent and that the Board of Directors shall hold a hearing to determine whether or not service to the property shall be terminated.

Such hearing may be held as a part of the Board of Directors regular meeting or any special meeting and notice of the hearing shall be sent to the Customer at least 10 days prior the date of the hearing. After the hearing, the Board may direct the General Manager to terminate utility service to the property if the Board finds that taxes of the District or any district in the District's Service Area for the Customer's property being served have been delinquent for more than six months for the property receiving service. Any reconnection of a service discontinued for failure to pay taxes pursuant to this Section shall be made in accordance with the District's rules.

B. WASTEWATER INSPECTIONS

All connections to the District's wastewater system shall be made in accordance with the District's Rules. No sewer connection or house lead shall be covered in the ground before a representative of the District has inspected the connection. A sewer tap inspection fee as specified in the District's Rate Order shall be charged by the District for the expense of making such inspection.

C. PLUMBING INSPECTIONS

Inspections shall be performed in compliance with 30 TAC § 290.46(j) and filed at the District's office. Exhibit D-1 shall be completed for each inspection. In the event a backflow prevention assembly is required as described in 30 TAC § 290.44(h), Exhibit D-2 shall also be filed at the District's office.

D. MISCELLANEOUS

- 1. No Reduced Rates or Free Service.** All Customers receiving either water or sewer service, or both, from the District shall be subject to the provisions of the District's Rules and shall be charged the fees required by the District's Rules and the rates established in the District's Rate Order; and no reduced rate or free service shall be furnished to any Customer; provided, however, any provision in the Rate Order providing for a fee to be charged to a Customer for re-reading the Customer's retail meter shall be, and is hereby, waived so long as the Customer does not request more than one re-read of the meter per billing cycle.
- 2. No Sales of Unmetered Water.** No water will be delivered to any Customer except on a metered basis.
- 3. No Sales for Purposes of Resale.** No Customer shall resell water or sewer services to any other person or entity.
- 4. Customers Not Entitled to Specific Quantity or Pressure of Water.** Water Customers are not guaranteed a specific quantity or pressure of water. The District

will endeavor to meet minimum pressure standards as promulgated by the Commission for supply of water to Customers. However, it is understood that there may be times of shortage of supply, failure of system equipment, planned repairs or unforeseen circumstances that prevent the District from maintaining such pressure.

- 5.** **Water Connections Generally.** No person shall be permitted to tap or make any connection with the water mains or sewer lines of the District's water and/or sewer system, or make any repairs and/or additions to or alterations in any tap, pipe, cock or other fixture connected with the District's water or sewer service line unless previously authorized by the District's General Manager.
- 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 Customer 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.** **Working in District Easements.** Any person working in the District's easements shall be required to contact the District's General Manager at least 48 hours prior to the time needed to work and shall be prohibited from working in or around the District's facilities unless approved by the District's General Manager.

ARTICLE IV
RATES AND CHARGES FOR DISTRICT SERVICES

A. DISTRICT RATE ORDER.

The rates and charges for water, wastewater, drainage, solid waste and other services provided by the District are established and amended from time-to-time by the District's Board of Directors and are set forth by separate Rate Order adopted by the District's Board of Directors. Copies of the District's rate order may be obtained from the District's General Manager. The District's Rate Order provides for a sewer surcharge to be in addition to the standard rates for usage. Any person who discharges wastewater to the District's System in excess of the quality or quantity limitation set forth in these rules and the Rate Order shall be required to pay a sewer surcharge as computed in accordance with the District's Rate Order and these Rules, including Appendix "A" hereto.

ARTICLE V

RULES AND REGULATIONS GOVERNING WATER AND WASTEWATER SERVICE

This Article shall govern the installation of connections or taps to the District's Waterworks and Wastewater System, the limitations on flow of waste into the Wastewater System, the protection of all facilities which are part of the District's Waterworks and Wastewater System, and set performance standards for water fixtures in new construction.

A. WATER SERVICE LINES AND WATER TAPS

1. All connections to the District's Water Mains shall be made by the District's General Manager or a Contractor approved by the Operator. The connection shall include the furnishing and installing of the service saddle, water service line, curb stop, water meter, and water meter vault.
2. The connections to the District's water mains and wastewater mains may be made at different times.
3. The following materials are allowable for user's extension from building to the District's Water Service Line:
 - (a) Brass curb stops, corp stops, and U-branch and related fittings manufactured by Ford, Hays or Muller, or approved equal
 - (b) Copper water service pipe, 3/4" to 2"
 - (c) Water main pipe of PVC C-900 Class 150 for 6 inch through 12-inch diameter and PVC C-905 Class 165 for 14 inch through 48 inch diameter
 - (d) Plastic or concrete meter box up to 1" meter
 - (e) Concrete meter box, over 1" meter
 - (f) Minimum water main size shall be 6 inches in diameter

B. WASTEWATER SERVICE LINE AND MANHOLES

1. Only the following types of pipe and fitting materials are approved for constructing service lines. Pipe and fittings on each individual service line must consist of the same material.
 - (a) Cast iron pipe, standard weight, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.
 - (b) Poly-vinyl-chloride PSM (PVC) SDR 35/26 pipe conforming to ASTM Specification D3034 (4 inch through 15-inch diameter) and ASTM Specification F679 (18 inch through 27 inch diameter) and installed according to ASTM D2321.
 - (c) Ductile-Iron Pipe conforming to ANSI A21.51 with rubber gasket joints, ANSI A21.11, and installed according to manufacturer's recommendations.

2. Minimum sizes of service lines shall be as follows:
 - (a) Residential --- 4-inches in diameter for single, 6-inches in diameter for double
 - (b) Commercial --- 6-inches in diameter
3. Minimum grades for service lines shall be as follows:
 - (a) 4-inch pipe --- one-foot drop per hundred feet (1%)
 - (b) 6-inch pipe and larger--- six inches drop per hundred feet (0.5%)
4. 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%)
5. All service lines must be constructed to true alignment and grade. Warped and sagging service lines will not be permitted.
6. Building tie-on connection must be made directly to the stub-out from the building plumbing at the foundation on all waste outlets.
7. 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.
8. Where the District has provided wyes or stacks on wastewater lines, these existing wyes or stack connections must be utilized for connection of the service line to the sewer main.
9. In all cases where the District's wastewater line is on the opposite side of the street from the connection, the District has provided cross street runs, generally at alternate lot corners or other locations approved in writing by the District's Engineer. Connections shall be made to these cross street runs and not at any other location.
10. Fittings and Cleanouts
 - (a) No bends or turns at any point will be greater than forty-five (45') degrees. All bends or turns shall be separated a minimum 1' straight run.
 - (b) Each horizontal service line must be provided with a cleanout at its upper terminal; and 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.
 - (c) 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 wye branch and end-of-the-

line cleanouts, cleanouts must be installed vertically above the flow line of the pipe.

- (d) Cleanout must be made with air-tight mechanical plug.
- 11. All wastewater connections shall be made by a licensed plumbing contractor approved by the District General Manager. However, the District's General Manager will make the inspection and must certify on the application form, Exhibit "D", (hereto attached), that the sewer connection was made in accordance with these Rules.
- 12. 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 General Manager at least twenty-four (24) hours in advance of the time such inspection is desired.
- 13. 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.
- 14. 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.
- 15. All drop manholes regardless of wastewater line size and standard manholes on wastewater lines 15-inches in diameter or larger shall be fiberglass reinforced plastic (FRP). All FRP drop and standard manholes shall be designed, fabricated, inspected, tested, and marked in accordance with ASTM D-3753 specifications.

C. PROTECTION OF DISTRICT'S WATER SYSTEM

- 1. It shall be unlawful for any person, unless authorized in writing by the District's General Manager, 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 system, including but not limited to, wells, booster pump stations, tanks, 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. It shall also be unlawful to draw water from the water system without being metered, including the unauthorized use of a flushing valve or unmetered water taps. Meter installations shall include back flow prevention devices as required by the District.
- 3. 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.

4. 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.
5. 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.
6. 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 for residential or commercial customers, an approved backflow prevention device shall be properly installed and a service agreement shall exist for annual inspection and testing by a certified backflow prevention device tester. Customer must provide a current backflow certification report annually or the District will send out a licensed backflow inspector and fee will be added to the water bill. Customer will be given fourteen (14) days from failed report date to repair a failed unit and provide a passing report. If the unit is not repaired in that time frame, the District will make the necessary repairs and will charge the Customer account for cost of such repair and certification at the rate stated in the District's Rate Order.
7. 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.
8. No plumbing fixture shall be installed within the District which is not in compliance with a state approved plumbing code.

D. PROTECTION OF DISTRICT'S WASTEWATER SYSTEM

1. It shall be unlawful for any person, unless authorized in writing by the District's General Manager, 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 wastewater system.

2. No downspouts, 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 wastewater system.
3. 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 (B.O.D.) greater than 250 ppm.
 - (b) Suspended solids containing greater than 300 ppm.
4. Where required, in the opinion of the District's General Manager or Engineer, to modify or eliminate wastes that are harmful to the structures, processes or operation of the sewage disposal works, the Customer 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.\
5. Where required, in the opinion of the District's General Manager or Engineer, 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 in accordance with the City of El Paso's latest Plumbing Code (Chapter 18.20 Plumbing Code – City of El Paso Code of Ordinances), and approved by the District. Interceptors 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 constructed and maintained by the Customer, at his expense, in continuously efficient operation at all times.

Grease trap/interceptors shall be cleaned as often as necessary to ensure that sediment and floating material do not accumulate and impair the efficiency of the grease trap/interceptor; to ensure the discharge is in compliance with local limits established in these Rules and Regulations; and to ensure no visible grease is observed in the discharge. A manifest shall be generated each time a grease trap/interceptor is pumped or cleaned. The Customer shall keep all originals of the completed manifests on site and available for inspection by the District for three (3) years. Grease traps/interceptors shall be serviced by a transporter registered with the TCEQ or governing state agency for the state in which the transporter operates. Grease

traps/interceptors subject to these rules shall be completely evacuated at a minimum of once every ninety (90) days, or more frequent when:

- a. The combined grease and solid layers reach a thickness equal to twenty-five (25%) of the wetted height of the grease trap or interceptor, as measured from the bottom of the device to the invert of the outlet pipe, containing floating materials, sediment, oils or grease; or
 - b. There is a history of non-compliance
6. The District shall have the right to inspect the operation of all grease, oil and sand interceptors.
 7. Design calculations, plans, specifications and any other pertinent information relating to proposed preliminary treatment or processing facilities shall be submitted for review and approval by the District's Engineer prior to the start of their construction, if the effluent from such facilities is to be discharged into the District's sewer system.

E. 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 wastewater. 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 discharged upon prior written approval of the District to a storm sewer or natural outlet or into the wastewater system by an indirect connection whereby such discharge is cooled, if required, and flows into the wastewater 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's Engineer, 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 containing pollutant concentrations exceeding the local limits set forth in Appendix "B".

- (b) Any liquid having a temperature higher than 150 degrees Fahrenheit (65 degrees Centigrade), except with approval of District.
- (c) 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 Operator of the sewage disposal works.
- (d) 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.
- (e) Any garbage that has not been properly comminuted or shredded.
- (f) Any noxious or malodorous substance, which either singly 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.D, or creates any other condition deleterious to structures of treatment processes; or requires unusual provisions, alteration, or exposure to handle such materials.
- (g) 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.
- (h) Any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment or in the public sewage works.
- (i) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, to constitute a hazard to humans or animals, to create any hazard in the receiving waters of the Sewage Treatment Plant, to cause damage to any facilities of the District or to cause the District (i) to be in violation of any applicable federal, state or local laws or regulations or (ii) to breach the terms of the District's wholesale contract with El Paso Water Utilities for treatment of the District's wastes at the Sewage Treatment Plant.
- (j) 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 concentrations, or with provisions as stipulated herein, it shall be unlawful for any person, corporation or individual, to discharge water or wastes to the wastewater containing:
 - (a) Free or emulsified oil and grease exceeding on analysis an average of 200 parts per million 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 cyanogens compounds capable of liberating hydro cyanic 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 or 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.

All such unacceptable wastes 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 wastewater are not properly pretreated or otherwise corrected, the District may reject the wastes or terminate the service of water and/or wastewater, 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.

F. SAMPLING POINT AND SEWER SURCHARGE

1. Any Customer who discharges wastewater to the District's system in excess of the quality or quantity limitations set forth in this Article IV shall be required to pay a sewer surcharge as computed pursuant to Appendix "A" to these rules. Failure to

pay such surcharge when due shall be considered a violation of the District's rules and subject to the penalties as set forth in Article IX including, but not limited to, termination of service.

2. Any Customer who discharges, or who has a potential for discharging, or who reasonably may be expected to discharge waters or waste subject to restrictions, permit, or surcharge or who handles or possesses prohibited materials, water, or waste of any description into the sewer system, shall provide, on the Customer's premises and at the Customer's expense, a sampling point for determining the character of the discharge.
3. If installation of a sampling point is required, it shall be installed prior to the connection of the service to the sewer system. If the amount of water or waste water exceeds 1,000,000 gallons per month, measured at the water meter, or 750,000 gallons per month measured in the waste stream, such sampling point shall be of manhole of design, otherwise a wye or other installation permitting ready access to the waste stream.
4. Samples shall be taken in such a fashion and at such times that, in the opinion of the District, a sample will be obtained which will fairly represent the quality of the waste or water in the waste stream. Depending on the type and variability of the waste, the sample may be a grab sample, or 8, 12, 16, or 24 hour composite samples.
5. In no case shall the sampling interval exceed one year. The Customer or his representative may, at his option, be present during the sampling procedure, but the provision shall not be construed to constrain the right of the District to take samples without notice at any time.
6. The sewer surcharge shall be based on the formulas and definitions as contained in Appendix "A" Sewer Surcharge Calculations.
7. If a Customer or other person causes or permits discharges to the sewer that violate the requirements, prohibition and/or restriction enumerated herein, he shall pay to the District in addition to all regular charges and surcharges, the estimated cost of damages incurred as a result of the violation(s). In the event that the Customer fails to immediately comply with these regulations, when notified to do so by the District or when the Customer fails to pay for damages incurred, the District may discontinue service to the Customer by severing his service line and/or seeking relief in a court of competent jurisdiction.

ARTICLE VI
SOLID WASTE CONTROL

A. APPLICABILITY

Provisions of this Article V are applicable to all persons, businesses, organizations, or activities located or operating within the District's Service Area, either temporarily or continuously. To the extent any part of this section of the Rules conflicts with the provisions of any contract the District has with any solid waste collection contractor providing services to the District to enable the District to provide retail, residential solid waste collection services to Customers in the District Service Area, the provisions of the contract shall prevail.

B. PROHIBITIONS

Discarding, depositing, disposal, dumping, storage, (other than temporary as defined herein), and littering of any and all types of solid waste, other than native soil and rock and natural fertilizers on any land within the Service Area of the District is prohibited except on storage sites, duly authorized and regulated by the District.

C. TEMPORARY STORAGE

Temporary storage of waste materials resulting from construction, remodeling, repair, renovation, and similar commercial or domestic endeavors is allowed for a period not to exceed 30 consecutive calendar days, after which time such materials must be removed and disposed of in compliance with all applicable federal, state and local laws and regulations.

Temporary storage permits are required for storage of waste materials for periods exceeding 30 days and up to 180 days. Upon expiration of the term of the permit, the stored material must be removed or a new permit authorized at the discretion of the District's Board of Directors. Appropriate fees will be charged for permits and renewals to defray the cost of administration and periodic inspections of the storage sites.

All stored materials must be kept in a manner precluding unsightly appearance, offensive odors or vapors, unsanitary or unhealthful conditions fostering the presence of vermin, rodents, insects, and hazardous and unsafe conditions such as accumulation of trash, uncontrolled vegetation and/or other combustibles as well as the scattering of same beyond the boundary lines of the site.

D. DUMPS AND SANITARY FILLS

To the extent permitted by law, the establishment or operation of private or public dumps or sanitary fills in any area controlled by the District is expressly prohibited except where specifically authorized by the Board of Directors as being necessary in the public interest.

To the extent possible the District will from time to time, with the consent of the property owner(s) concerned, designate areas where spoil and waste such as fill dirt, concrete, asphalt,

cement, sod, and other materials useful in erosion or drainage control may be dumped under specified conditions and controls. The dumping or discarding of such materials elsewhere other than designated areas is expressly prohibited. Owners desiring fill materials are requested to register with the District.

E. GRASS CLIPPINGS AND CHOPPED OR SHREDED VEGETATION AND TRIMMINGS

With written permission of property owners concerned and a permit issued by the District vegetation waste capable of early decomposition or disintegration may be spread at a depth of 2 inches or less unless plowed under or buried promptly. Waste must be free of plastic, paper, cardboard, metal and other extraneous material. Permits for periods of 6 months duration will be issued for a nominal fee sufficient to defray administrative and inspection costs.

F. REVOCATION OF PERMITS

The Board of Directors reserves the right to revoke permits issued under subsection E at any time for failure to comply with the conditions set forth at the time the permit was issued, or with these Rules.

G. PERFORMANCE BONDS OR DEPOSITS

The Board of Directors reserves the right to require permit Applicants under this section to post a performance bond with the District in sufficient amount to properly clean up the storage, dump, or other site involved, should the permit holder fail to comply with applicable federal, state or local laws and regulations in either the operation or closure of said site(s). The District will promptly release, or refund as appropriate, the bond remaining after the closed site is approved by regulatory agencies concerned.

H. MANDATORY GARBAGE AND TRASH COLLECTION AND REMOVAL SERVICES

All occupied property, residential, business, or other activities must have regular trash and garbage service through the District or, with approval of the Board, through separate contract with a recognized and acceptable service contractor. Schools, businesses, and industrial activities will be required to provide the District with documentation of a valid and current service agreement. No Customer shall receive water or sewer services from the District unless such person or agent agrees to receive and pay for garbage collection service except where separate contract service has been authorized and approved by the District.

I. GARBAGE AND TRASH COLLECTION SCHEDULE

Collections from each separate Customer connection, unless exempted by the District, will be made twice weekly, except on Sundays and approved observed Holidays, during the hours of 5 a.m. thru 6 p.m. local time.

One ninety-six gallon covered individual container, such as “Poly-Karts” (or comparable), will furnished by the District’s contractor for District Customers once weekly collections may be authorized by the District; additional or replacement containers must be paid for by the Customer.

J. MANNER OF COLLECTION

Pickup will be made from the street or service entrance of each property serviced, unless otherwise mutually agreed between the contractor and Customer. Trash and garbage will be placed in containers customarily used for such purposes, which shall not exceed 96 gallons capacity and 45 pounds in weight when full, and which shall be kept covered or sealed to prevent access by insects and animals as well as spilling and scattering by wind or otherwise.

On collection days containers will be placed at the pickup point which shall be at least three feet outside of any wall, fence, or barrier to allow collectors access. Collectors shall properly replace covers and return empty containers to an upright position at the pickup point. Contractors will assure that all materials dropped by the collectors is picked up and removed from both the property and the public right of way. Customers will not allow containers to remain in view from the street or other public place except on collection days.

Customers requiring or desiring service in excess of the 96-gallon container or pickup from points other than curb side or service entrance, may arrange for such extra service at additional expense as negotiated directly with the District’s contractor. The District accepts no responsibility for injury, damage, loss or other claim resulting from the entry of the contractor’s personnel or equipment on a Customer’s property.

K. LARGE ITEMS, FURNITURE AND APPLIANCES

Contractors will pick up and remove large items, (over 40 pounds or 2 cubic feet) by appointment, one day each week at no additional cost to the Customer if the times are placed at the curb or pick up point. Contractor may make an additional charge to the Customer for picking up such items on other days or from other locations.

L. COMMERCIAL, INDUSTRIAL, MANUFACTURING AND BUSINESS WASTE

Except where designated exempt Customers by the District, normal office wastes will be picked up by the contractor in the same manner as for residences. All other materials shall be disposed of by separate arrangement(s) with a contractor approved by the District.

M. MULTI-UNIT SERVICE

Except where designated exempt Customers by the District, pick up service will be provided to each unit of each multi-unit complex such as apartments, offices or multiplexes, regardless of the number of water meters installed or in service. A uniform rate adjustment factor as set out in the District’s Rate Order will be applied in each instance to the base water service charge according to the number of units serviced per meter. Rate adjustment factors will not be applied for units being serviced separately by an approved contractor.

N. PACKING BOXES AND MATERIAL

Boxes and packing materials from new move ins will be collected on regular collection days. Materials will be compacted into closed boxes and empty boxes will be broken down before placement at the curb or pickup point. Customers will take necessary measures to prevent scattering of such materials beyond their premises or pickup point.

O. YARD CLIPPINGS AND TRIMMINGS

Bags and containers used for yard clippings and trimmings must be strong enough not to tear or burst during handling and be closed securely so as not to spill. Tree trimmings and branches must be cut in lengths not to exceed 4 feet and tied securely in bundles weighing not more than 45 pounds. Such materials will be placed at the curb or pick up point on collection days.

P. THIRD PARTY WASTE REMOVAL

Builders, contractors, delivery services, demolition contractors, jobbers, masons, remodelers, roofers, suppliers and other similar independent operators will thoroughly clean each job site and remove all waste, debris, and residue from the district upon completion of each job. Property owners will ensure all service contracts and agreements provide for removal of waste and disposal by the contractor in compliance with all applicable local, state and federal laws, rules and regulations.

**ARTICLE VII
WATER CONSERVATION**

A. APPLICABILITY

The following regulations apply to all Customers, activities and persons who use or receive water from the District.

B. PLUMBING CODE

Provisions of the International Building Code shall apply to all water and wastewater plumbing installations and appurtenances within the District and are hereby adopted as regulations of the District except where in conflict with the provisions of these regulations, in which case these regulations shall prevail.

C. FLUSHING DEVICES

Water closet tanks shall have a flushing capacity sufficient to properly flush the water closet bowls to which they are attached. All new water closet installations, including replacements, shall be designed to use not more than 1.6 gallons per flushing cycle when tested in accordance with the applicable standards. This restriction does not apply to fixtures with elongated bowls nor those equipped with flush meters.

D. SHOWER HEADS

Showers, used for other than safety therapeutic purposes shall be equipped with a flow control device that limits water flow from the head to a maximum 2.75 gallons per minute rated at distribution pressure from up to 80 pounds per square inch pressure. This provision shall apply to both new installations and replacements, and may be accomplished through the use of a “restrictor”, the head of the shower head, or the use of a specifically designed shower head.

E. LOW FLOW FAUCETS

In all buildings and other structures, sink and laboratory faucets shall be equipped with a flow device that limits water flow from the faucet to a maximum 2.5 gallons per minute, rated at distribution pressure up to 90 pounds per square inch. This provision shall apply to both new installations and replacements, standard faucets with low flow faucets or flow aerators.

F. WATER SUPPLY CONTROL

An accessible shut-off valve shall be provided by the Customer on the Customer’s side of the utility meter at or near the meter. Such valve shall be located in an accessible valve box brought to grade provided with a readily removable access cover.

When drain valves are provided for the distribution piping or other portion of the water supply system, such drains shall be above grade or otherwise located to prevent the possibility of back flow into the piping system after the system has been drained.

G. MANDATORY RESTRICTIONS-LAWN AND LANDSCAPE IRRIGATION

The following mandatory restrictions shall apply to all Customers of or persons who use or receive water from the District:

1. All outdoor irrigation of grass, trees, plants, and other vegetation on residential or commercial property on the side of the street on which buildings are even numbered may be done only on Tuesday, Thursday, and Saturday and on the side of the street on which buildings are odd numbered, such vegetation may be irrigated only on Wednesday, Friday, and Sunday. In case of corner buildings having both odd and even numbers, the lower number shall be used.
2. All outdoor irrigation of grass, trees plants or other vegetation on industrial properties, parks golf courses, schools, and cemeteries is permitted only on Monday, Wednesday, and Friday. All other properties, not falling within the industrial classification described in this subparagraph, shall be considered residential and shall be watered in accordance with the requirements of subparagraph G.1. above. These restrictions do not apply where effluent and non-potable water only is used for irrigation.
3. From April 1 to September 30, all outdoor irrigation of vegetation shall occur only between the hours of 6 p.m. and 10 a.m. Outdoor irrigation is prohibited between the hours of 10 a.m. and 6 p.m.
4. The District shall have the authority to review special situations and hardship cases upon application of any person.

H. NON-ESSENTIAL WATER USE RESTRICTIONS

- 1. Vehicle Washing.** The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment shall be done only with a hand-held hose equipped with a positive shut-off nozzle for quick rinses. This restriction does not apply to the washing of the above listed vehicles or mobile equipment when conducted on the premise of a commercial car wash or a commercial service station. When used herein “bucket” means a bucket or other container holding five gallons or less.
- 2. Pools.** When referring to this subparagraph, “swimming pool” shall mean any portable or permanent structure containing a body of water twenty-four (24) inches or more in depth and containing one thousand one hundred twenty-two (1122) gallons or more of water and intended for recreational purposes, including a wading

pool. All swimming pools, which are constructed hereafter, must be equipped with filtration, pumping, and recirculation systems. When that is not practical water can be discharged into the sewer system by means of a “P” trap. New pools will be required to conform to SBCCI codes including installation of a “P” trap and an air gap between the sewer line and the swimming pool. Discharge of pool water into the sewer system without using an approved “P” trap is expressly prohibited.

- 3. Cooler Bleeders.** New or replacement bleeder lines from evaporative coolers shall not be larger than 1/8-inch inside diameter unless the evaporative cooler is operated with a timed discharge. Bleeder lines shall be conducted outside and discharged so that the effluent can be used for watering landscaping and other outdoor vegetation except where this would be impractical or unfeasible.
- 4. Single Pass Heating and Cooling.** No person shall use water for non-residential “single pass cooling or heating” purposes unless the water is reused for other purposes. “Single pass cooling or heating” means the use of water without recirculation to increase or decrease the temperature of equipment, a stored liquid, or a confined air space.
- 5. Waste.** The following uses of water are defined as “wasting water” and are absolutely prohibited:

 - (a) Irrigating any grass, tree, plant, or other vegetation, or otherwise utilizing the water supply to permit or cause water to flow, spray, or otherwise move to be discharged from the premises of any person responsible for any property within the District’s Service Area or which receives water from a public water system to or upon any street, alley or other public right-of-way, ditch or drain;
 - (b) Failing to repair a leak within five working days of the discovery of same;
 - (c) Washing buildings, structures, sidewalks, driveways, parking areas, tennis courts, patios, or other impervious surface area with a hose, except in emergencies to remove spills of hazardous materials or to eliminate dangerous conditions which threaten the public health, safety, or welfare. “Impervious surface area” means any structure, street, sidewalk, patio, or other, surface area covered with brick, paving, tile, or other impervious or nonporous material.

I. DECLARING OF NUISANCE TO EXIST

The flow of water, originating from the District’s water system, from property into streets, alleys, and other public rights-of-way is contrary to the public health, safety, and welfare of the citizens and is therefore declared to be a nuisance. The General Manager and the Attorneys for the District are authorized to take legal action to abate such a nuisance, including but not limited

to, seeking injunctive relief. This authorization to seek injunctive relief or other legal action to abate such a nuisance shall not preclude prosecution for a violation of this Section or these Rules or the taking of action to protect the public health, safety and welfare of the persons and property in the District.

J. LARGE AND VERY LARGE USERS

1. For the purpose of this section, a large water user is defined as, “Any person who uses an average of 10,000 gallons per day or more from the District’s water system.” A very large water user is defined as, “Any person who uses an average of 100,000 gallons per day or more from the District’s water system.”
2. All new very large water users or existing very large water users who apply for new service or an expansion of an existing service shall obtain approval from the District before being permitted to connect to the system or to expand within the system. Such large water users shall submit a water conservation plan to the District which contains a water use justification report which relates the water consumption to recycling potential and meets the requirements of subparagraph J.3. below. The District shall review all water conservation plans submitted to determine whether the plans meet the requirements of this section. The District may approve the application for service with or without conditions, deny the application, or take any other action consistent with the policies expressed herein.
3. All large water users shall prepare and submit to the District a water conservation plan, in accordance with this section as a condition for continued use or new service. The water conservation plan must demonstrate that reasonable diligence will be used to avoid waste and achieve water conservation. The water conservation plan shall include techniques and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water. The District may require additional information to be submitted which it deems necessary. If the water conservation plan demonstrates that the large water user will use reasonable diligence to avoid waste and achieve water conservation the District shall approve the plan. All plans shall be revised every five years.
4. In considering approval of a water conservation plan, the District shall consider the climatic conditions, best management practices, best available techniques and technologies, the financial capacity of the Applicant, and the conservation policy of the State of Texas, as expressed in Section 1.003 of the Texas Water Code or applicable water conservation regulations providing for the conservation and development of the state’s water resources adopted by the Commission.

K. VARIANCES AND PERMITS

1. Owners of newly seeded or sodded lawns and landscaping and new residential and commercial developments may receive a landscaping watering permit upon

application and approval by the District's Manager allowing for daily watering of the same until the lawns and landscaping is established, which shall not exceed sixty (60) days.

2. The Board of Directors of the District shall be established as a Review Board to review hardship and special cases which cannot fully comply with the provisions of this Chapter after recommendation by the District's General Manager. The Review Board will review hardship and special cases to determine whether a particular case warrants a variance or permit. The Review Board shall consider the facts of each case and decide whether to grant a variance or a permit within ten (10) working days of the receipt of a properly completed "Application For Variance/Permit" form which shall be developed by the District's General Manager. A variance shall be granted only for reasons of economic hardship which is defined as a threat to an individual's or business's primary source of income or significant damage to property which justifies a variance. The Review Board shall authorize only the implementation of equitable water use restrictions which further the intent of the Water Conservation Plan. Any special water use restrictions authorized by the Review Board in each special or hardship case shall be set forth on the face of the variance or permit. A fee of \$25.00 per Review Board request as shall be assessed the Applicant by the District to defray administrative costs.
3. A variance or permit issued under this section expires under its own terms and conditions, but in no event shall a variance or permit be issued for a period of more than five years from the date of issuance. Any person issued a variance or permit must fully comply with all the provisions of this Article as an express condition of that person's variance or permit.
4. Any person who is issued a variance or a permit and uses water supplied or delivered by a public water system shall provide proof of such variance or permit upon demand by any person authorized to enforce this Article. Upon conviction of violating any provision of this Chapter, the Review Board may revoke or suspend any permit or variance previously granted. Provided, however, the Review Board shall notify the permittee of the proposed revocation five (5) working days before taking such action, and if within that time the permittee requests a hearing in writing, the permittee shall be given an opportunity to be heard by the Review Board prior to taking action.
5. No prosecution for a violation of any provisions of this Article may be suspended for the sole purpose of allowing a person to obtain a variance or permit.

L. EXCEPTIONS TO ENFORCEMENT

The following shall constitute exceptions from compliance with the provisions of this Section:

1. The water is a result of natural events such as rain or snow;
2. The flow is a result of temporary failure or malfunctions of the water supply system;

3. The flow is a result of water used for fire-fighting purpose including the inspection and pressure testing of fire hydrants or the use of water for fire-fighting training activities;
4. The use of water is required for the control of dust or the compaction of soil as may be required by this Code;
5. The water is used to wash down areas where flammable or otherwise hazardous material has been spilled and creates a dangerous condition;
6. The water is used to prevent or abate public health, safety, or accident hazards, when alternate methods are not available;
7. The water is used for routine inspection or maintenance of the water supply system;
8. The water is used to facilitate construction within public right-of-way in accordance with the requirements of the City and good construction practices;
9. The use of water is permitted under the terms of a variance, permit or compliance agreement granted by the Review Board or the Board of the District;
10. The water is used for street sweeping, sewer maintenance, or other established utility and public works practices.
11. Watering contrary to the even/odd watering requirements, under Section G of this Article, may be permissible for one day only where treatment with a commercial application of chemicals requires immediate watering to prevent damaging an existing lawn or to establish a new lawn. A receipt from a commercial lawn treatment company indicating the date of treatment, the address of the property treated, the name and address of the commercial contractor, and the chemical treatment required shall constitute evidence that the owner or person responsible for the property is entitled to this exception.
12. Outdoor irrigation necessary for the establishment of newly seeded or sodded lawns and landscaping in new residential and commercial developments as provided for in Section K of this Article.
13. Plants which cannot be kept alive without daily watering may be permitted to be watered from a bucket but not from the use of a hose on the days when watering is prohibited.
14. Areas and activities where only effluent and/or non-potable water from private wells is used.

M. WATER EMERGENCY - RESTRICTION OF WATER USE

The District has adopted an Emergency Water Demand Management Plan and Drought Contingency Measures. Upon a finding that any trigger condition has been met for such plan, the Board may put into effect such additional water use restrictions as provided for therein and such restrictions shall have the same force and effect as if adopted in these Rules, and to the extent in conflict, will supersede these Rules.

**ARTICLE VIII
LANDSCAPING**

A. LANDSCAPING CONSTRUCTION

1. The Landscaping must be constructed by the Applicant in accordance with a Landscaping Plan approved by the District's Engineer. No changes to the approved Landscaping Plan may be made without further review and approval by the District's Engineer.
2. The District's Engineer and General Manager will make periodic reviews of the Landscaping construction to confirm it is proceeding in accordance with the approved Landscaping Plan.
3. Applicant shall notify District's Engineer 48 hours in advance of a request for final inspection of the completed construction.
4. The District will give approval of completion of construction of the Landscaping based upon the District Engineer's confirmation that the construction was completed in accordance with the approved Landscaping Plan and recommendation for subsequent acceptance of the Landscaping by the District as provided hereafter.
5. After approval of completion of construction of the Landscaping by the District, the Applicant will initiate maintenance of the Landscaping and continue such maintenance for a period of one year thereafter; provided, however, the Applicant may, for good cause, request earlier acceptance of maintenance by the District subject to approval of the District Engineer and the Board which approval may be granted or withheld in the Board's sole discretion. The Applicant will also be responsible for the costs of irrigation water to sustain the vegetation and sod growth during the period that the Applicant maintains same. Upon completion of the Applicant maintenance period, the District's Engineer shall again inspect the landscaping to ensure it is in compliance with the approved plans and specifications and has been adequately maintained so as to prevent any unreasonable level of wear and tear. If the District's Engineer approves the maintenance and the Landscaping in its then-existing condition for acceptance by the Board, the District's Board will meet and accept the Landscaping for maintenance by the District. If the District's Engineer or the Board fails to accept the Landscaping because it is not in compliance with the approved plans and specifications or has not been adequately maintained so as to prevent any unreasonable level of wear and tear, the District's Board shall specify the remedial action needed to be completed by the Applicant before the District will accept the Landscaping.
6. If requested by the Applicant or the District's Engineer, the District Board will consider the approval of completion of construction and acceptance of phased Landscaping when circumstances justify construction of improvements represented in the approved Landscaping Plan in phases so as to result in reduced maintenance costs.

7. If the District approves phased construction and acceptance of Landscaping, then prior to the acceptance of phased Landscaping by the District, the District's Engineer will determine the construction value of each phase of the construction and the Applicant will deposit with the District the funds or an irrevocable letter of credit or performance bond of a third party approved by the District equivalent to the construction value of the remaining Landscaping improvements in the approved Landscaping plans prior to commencement of utility service to the property for which a Service Commitment has been obtained. The funds or letter of credit or performance bond will be deposited with the General Manager. The funds or letter of credit or performance bond will be returned to the Applicant upon completion of all of the Landscaping or, for proportional parts of funds, in proportion to the phases as they are completed and accepted by the District.

ARTICLE IX
ENFORCEMENT OF THE DISTRICT'S
RULES AND REGULATIONS

A. ENFORCEMENT GENERALLY

1. Pursuant to Section 54.206, Texas Water Code, these Rules shall be recognized by the Courts of the State of Texas as if they were penal ordinances of a city.
2. These Rules may be enforced to the fullest extent permitted by Chapters 49 and 54, Texas Water Code, and the duty of the District to protect and promote public health, safety and welfare.

B. PENALTIES

1. Any Person who violates any provision of these Rules; makes unauthorized use of District water, services, equipment or facilities; or misuses or causes damage to District equipment or facilities shall be subject to the payment of a penalty in the amount stated in these Rules. Each daily violation of these Rules shall constitute a separate and additional violation.
2. If no amount of penalty is specifically stated in these Rules for the violation, the penalty for a violation will be the sum of:
 - (i) the amount of \$200.00 per violation, plus
 - (ii) payment of any expenses incurred by the District as a result of the violation:
 - (a) for lost water;
 - (b) for damages to District equipment or facilities;
 - (c) for expenses incurred by the District for remediation of District equipment and facilities;
 - (d) for penalties or fines incurred by the District; and
 - (e) for any other similar expenses incurred by the District as a result of the violation.

In addition, District services to such violator may be terminated as permitted by these Rules. Unless otherwise provided in these Rules, all penalties are due and payable within five (5) business days from the date of determination by the General Manager or the District's Board of Directors, as appropriate.

C. NOTICE OF AND ENFORCEMENT ACTION CONCERNING VIOLATION

1. Delinquent Customer Accounts. In the event a Customer shall fail to timely pay any water and/or sewer rate, charge, fee or surcharge as provided in these Rules or the District's Rate Order or to pay other amounts owed by the Customer to the District, or to pay taxes due the District which have been due for not less than six months, the District's operator may deliver notice of such delinquency to the

Customer 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 District's General Manager to contact in the event questions arise with respect to the delinquency;
- (c) a statement that the District's General Manager has the authority to resolve clerical mistakes in the water and/or sewer bill;
- (d) a statement that failure to pay any past due and current amount will result in termination of service; and
- (e) date of proposed termination.

The notice shall be deposited in the mail or delivered at least 10 days before the date of termination. If the delinquency is not paid before the date of termination, the District's General Manager may terminate service to the Customer without any action required by the Board of Directors. The General Manager's decision shall be final and shall not be appealable to the District's Board of Directors unless the amount in controversy is in excess of \$250.00, in which event the matter may be appealed to the Board of Directors of the District as provided in subsection 2 below. If service to a Customer is disconnected for any cause, all amounts then properly due and owing to the District by the Customer must be paid before service is again commenced to Customer or the Customer's property. Reconnection shall be performed only by the District's General Manager. If service is reconnected by someone other than the District's General Manager before all charges related to the disconnection of service are paid or satisfactory arrangements made for the payment thereof (such third-party reconnection being itself a violation of these Rules), the District may physically sever the service connection, including removal of the Customer's water meter at the expense of the Customer.

2. Illegal Taking of Water; Violations of that Affect Public Health, Safety and Welfare; and Other Violations. The General Manager is hereby authorized to take actions as necessary, appropriate or convenient, including termination or denial of services from the District to a Customer or other person, to protect public health, safety and welfare and protect the District's System in the event a violation of these Rules, in the opinion of the General Manager, (i) constitutes an unauthorized taking of service from, or tampering with, the District's System, (ii) threatens public health, safety or welfare or the District's System or (iii) otherwise constitutes a violation of these Rules. The General Manager's decision under this subsection shall be final but may be appealed to the Board of Directors of the District by the filing of a written appeal with the General Manager within ten days of the appellant's receiving notice of the General Manager's decision being appealed. The written appeal must specify the specific violation and the accompanying decision or action of the General Manager being appealed. If a written appeal is received by the General Manager, the appeal shall be placed on the next agenda of the Board of Directors of the District for consideration and action by the Board.

The District shall provide at least three days prior notice to the appellant of the time and place of the Board of Directors meeting at which the appeal will be considered.

3. General Manager Referral to Board. The General Manager may, in lieu of taking action pursuant to subsections 2 and 3 above, refer the matter to the Board of Directors of the District for action. In the event of such a referral, the General Manager shall notify such person in writing at the address on the District's billing records or the Tax Assessor-Collector records, if any, by certified mail, return receipt requested, and by regular mail of such violation and the notice shall contain the following:
 - (a) notice of the nature of the violation;
 - (b) notice of the potential penalty for the violation; and
 - (c) date, time and location of the District's next Board meeting at which meeting the Board of Directors will consider, and action with respect to, the alleged violation. The Notice shall be mailed not later than three (3) days prior to the meeting.

After an opportunity for hearing at the District's Board meeting regarding the alleged violation, the Board of Directors may set a penalty, terminate or deny service or take such other action as deemed appropriate by the Board. The decision of the Board of Directors shall be final.

ARTICLE X
MISCELLANEOUS PROVISIONS

A. NON-WAIVER

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

B. VALIDITY

All provisions of District's orders or regulations in conflict herewith are hereby repealed. The invalidity of any section, clause, sentence or provision of these rules shall not affect the validity of any other part, which can be given effect without the invalidated part or parts.

EXHIBIT "A"
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1
APPLICATION FOR SERVICE COMMITMENT

APPLICANT'S INFORMATION: Applicant's Name: _____

Applicant's Address: _____

Contact Person: _____

Phone Number: _____ Email Address: _____

Service Information:

Street Address: _____

Lot No. _____ Block No. _____ Section No. _____

Legal Description: _____

Type of Service Desired:

Water

Wastewater

Both

TYPE OF DEVELOPMENT

Single Family Residential (Total lots): _____
 Average Size Lot (SF): _____
 Density (units/ac): _____
 Anticipated Avg Unit Price: _____
 Mobile Home Development (Yes/No): _____

Multi-Family Density (units/ac): _____
 Total Units: _____

Commercial Detail (SF): _____
 Office (SF): _____
 Other (SF): _____ Description: _____
 Anticipated Major Tenant: _____

Industrial Building Size: _____
 Major Products: _____
 Number of Employees: _____

Industrial Waste Pretreatment: _____
 Proposed (Yes/No): _____

Landscaping: _____
 Parkways/Medians (SF): _____
 Parks (acreage): _____

Office Use Only

- A deposit check of \$500.00 plus \$100.00 per LUE made payable to the District must accompany application.
- Commercial and industrial applications must submit an architectural drawing showing the proposed utility layout to the building including water meter(s) and proposed tie-in location for service.
- Land plan or subdivision plat must accompany application for single family residential application for service.

Date filed: _____

Check #: _____

EXHIBIT "B"
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1
APPLICATION FOR EXTENSION OF SERVICE

APPLICANT'S INFORMATION:

Applicant's Name: _____

Applicant's Address: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Location of Development Site Requiring Service Extension:

Street Address: _____

Lot No. _____ Block No. _____ Section No. _____

Legal Description: _____

Type of Service Extension Required:

Water _____ Wastewater _____ Both _____

TYPE OF DEVELOPMENT

Single Family Residential (Units): _____

Average Size House (SF): _____

Multi-Family Density (units/Ac): _____

Commercial/Retail (SF): _____

Office (SF): _____

Other (SF): _____

Industrial Building Size (SF): _____

A deposit check of \$2,000.00 made payable to the District must accompany form.

Accepted By: _____

Date Received: _____

Check #: _____

EXHIBIT "C"
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1
CUSTOMER SERVICE AGREEMENT - RESIDENTIAL

The service applied for on this application will, upon payment of the charges for said connection, be installed as promptly as possible. The connection is to serve only the property described below.

Service Start Date:	
Name:	DOB:
Address:	Meter #:
Legal Description: Block ____ Lot ____ Subdivision _____	
City: _____ State: _____ Zip: _____	
Phone: _____ Secondary Phone: _____	
Dr Lic #: _____	Last four digits S.S.# _____
Spouse Name: _____	
Spouse Dr Lic #: _____	

I. Purpose. Paseo del Este MUD # 1 (the "District")
 Is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before service will begin. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

- II. Plumbing Restrictions.** The following undesirable plumbing practices are Prohibited by State regulations.
- A. No direct connection between the District's public drinking water supply ("water system") and a private water system is permitted. These potential threats to the water system shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - B. No cross connection between the District's water system and a private water system is permitted. These potential threats to the water system shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more that 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. **Service Agreement.** The following are the terms of the service agreement between the District and _____ (the "Customer").

- A. The District will maintain a copy of this agreement as long as the Customer and/or premises are connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic inspection.
- D. The Customer shall immediately correct any undesirable plumbing practice on premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
- F. The customer understands that acceptance of these conditions shall constitute an agreement on the part of the customer, heirs, executors, administrators and assigns to become bound by all terms and provisions of the Rules of the District (including but not limited to protection of water meter) and the District's Rate Order and any amendments thereto, now or hereafter adopted by the District.

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

Signed: _____ Date: _____

New Service Fees:

Deposit**
New Service or Transfer \$
Water Inspection
Application Fee\$
Total

New Tap Fees:

Deposit**
Sewer Inspection\$
Water Inspection\$
Application Fee\$
Total

** Deposit shall bear no interest and is redeemable on discontinuation of service less any outstanding charges owed to the District on that date.

EXHIBIT "C-1"
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1

CUSTOMER SERVICE AGREEMENT – COMMERCIAL/IRRIGATION _____

The service applied for on this application will, upon payment of the charges for said connection, be installed as promptly as possible. The connection is to serve only the property described below.

<u>Service Start Date:</u> _____		
<u>Name:</u> _____		
Service Address: _____		Meter #: _____
Legal Description: Block ____ Lot ____ Subdivision _____		
City: _____ State: _____ Zip: _____		
Phone: _____	Secondary Phone: _____	
Federal ID # _____		
Mailing Address: _____		

III. Purpose. Paseo del Este MUD # 1 (the "District")
Is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before service will begin. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

- IV. Plumbing Restrictions.** The following undesirable plumbing practices are Prohibited by State regulations.
- A. No direct connection between the District's public drinking water supply ("water system") and a private water system is permitted. These potential threats to the water system shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - B. No cross connection between the District's water system and a private water system is permitted. These potential threats to the water system shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more that 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder of flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. **Service Agreement.** The following are the terms of the service agreement between the District and _____ (the "Customer").

- A. The District will maintain a copy of this agreement as long as the Customer and/or premises are connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic inspection.
- D. The Customer shall immediately correct any undesirable plumbing practice on premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
- F. The customer understands that acceptance of these conditions shall constitute an agreement on the part of the customer, heirs, executors, administrators and assigns to become bound by all terms and provisions of the Rules of the District (including but not limited to protection of water meter) and the District's Rate Order and any amendments thereto, now or hereafter adopted by the District.

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

Signed: _____ Date: _____

New Tap Fees:

Deposit**
 Sewer Inspection
 Water Inspection
 Application Fee\$
 Total

** Deposit shall bear no interest and is redeemable on discontinuation of service less any outstanding charges owed to the District on that date.

Office Use Only:	
District PDE:	
Meter #	Meter Size
Meter Type	
Commercial	Irrigation

EXHIBIT "D-1"
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1
SERVICE INSPECTION CERTIFICATION

Name of PWS _____
PWS I.D. # _____
Location of Service _____

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

	Compliance	Non-compliance
(1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>
(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
(6) No plumbing fixture is installed which is not in compliance with a state approved plumbing code.	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Service lines:	Lead	Copper	PVC	Other <input type="checkbox"/>
Solder:	Lead	Lead Free	Solvent Weld	Other <input type="checkbox"/>

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

Signature of Inspector

Registration Number

Title

Type of Registration

Date

EXHIBIT "D-2"
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1

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

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

Name of PWS: _____

PWS I.D. # _____

Location of Service: _____

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

TYPE OF ASSEMBLY

- Reduced Pressure Principle Pressure Vacuum Breaker
 Double Check Valve Atmosphere Vacuum Breaker

Manufacturer _____ Size _____
 Model Number _____ Located At _____
 Serial Number _____

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at _____ psid	Held at _____ psid
Initial Test	DC-Closed Tight <input type="checkbox"/> RP _____ psid Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at _____ psid Did not open <input type="checkbox"/>	Did not open <input type="checkbox"/>	Leaked <input type="checkbox"/>
Repairs and Materials Used					
Test After Repair	DC-Closed Tight <input type="checkbox"/> RP _____ psid	Closed Tight <input type="checkbox"/>	Opened at _____ psid	Opened at _____ psid	Held at _____ psid

The above is certified to be true.

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

EXHIBIT "D-3"
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1

**REGISTRATION OF
FOOD SERVICE ESTABLISHMENTS**

MUST BE COMPLETED AND SUBMITTED TO THE PDEMUD1 OFFICE

SECTION A – GENERAL INFORMATION:

1. Business Name:
Corporation Name:
Business Street Address:
Business City/State/Zip:
Phone Number:
E-mail Address:
2. Mailing Street Address:
Mailing City/State/Zip Code:
3. Owner's Representative:

SECTION B – BUSINESS ACTIVITY:

1. Please indicate regular business days and hours:
 Mon – Sun
 Mon – Sat
 Mon – Fri
 Other (Specify) _____
2. Maximum seating capacity :
3. Do you have one or more of the following?
 Food grinder / Garbage Disposal
 Deep Fryer
 Three Compartment Sink
 Dishwasher
 None of the above (pre-packaged food only)
 Grease Trap (under sink)
 Grease Interceptor (located outside of facility)
 Food truck(s). If yes, Number of Trucks:

SECTION C – AUTHORIZED REPRESENTATIVE STATEMENT:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine.

Name: _____ Title: _____ Date: _____

APPENDIX "A"
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1

SEWER SURCHARGE CALCULATIONS

The sewer charge, including surcharge, shall be based upon the analysis of the sample. Once the sample has been made, the rate based on the sample is established. The rate will remain in effect until another sample is taken, provided however, that if the Customer protests a sample as being invalid or erroneous, the District shall take three further samples, at intervals of its choice (but not to exceed 30 days each) and shall base a new rate on the average of the three additional samples.

Computation of surcharge. For extra strength wastewater having a COD concentration of 2.25 or more times that of the BOD concentration, the surcharge will be based on the COD category in lieu of the BOD category. Computations of surcharges shall be based on the following formula:

$$S = V \times 8.34 (A [\text{BOD} - 200] + B [\text{SS} - 200])$$

or

$$S = V \times 8.34 (C [\text{COD} - 450] + B [\text{SS} - 200])$$

S: Surcharge in dollars that will appear on the Customers monthly bills.

V: Wastewater actually billed in millions 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 SS.

SS: Suspended solids (SS) concentration in milligrams per liter (mg/l) by weight.

200: Normal SS concentration in milligrams per liter (mg/l) by weight.

C: Unit charge in dollars per pound for COD.

COD: COD strength in milligrams per liter (mg/l) by weight.

450: Normal COD strength in milligrams per liter (mg/l) by weight.

If the strength or concentration for BOD, SS or COD is less than the normal strength for that category, then there shall be no surcharge for that category, nor shall there be credit given for the total surcharge if the strength or concentration is less than the normal.

Adjustment of Rates.

All flow rates, BOD, COD, and SS values used in determination of the surcharge of wastewater customers shall be re-evaluated on a periodic basis as determined by the District and shall be adjusted to reflect any increase or decrease in wastewater treatment costs. However, if there is a major change in the operation to cause changes in value, the values may be increased or decreased based on a study of changes or actual measurements. Every person discharging wastewater to the District's wastewater treatment plant shall be responsible for notifying the District of major changes in its operation affecting the quantity or quality of extra strength wastewater discharged. In the absence of such notification, the surcharge applicable to such person shall be based on the data available to the Director at the time the surcharge is billed.

APPENDIX "B"
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1

TECHNICALLY BASED LOCAL LIMITS

The following pollutant limits are established to protect against-pass-through and/or interference. No person shall discharge or cause discharge of wastewater or any pollutant into the system that exceeds the local limits listed below. These limits are based upon either flow-proportional or time proportional composite samples; or grab samples where collection of composite samples is not possible or is impractical. The limits apply at the point where the waste water is discharged to the POTW. All concentrations are for the total pollutant.

Pollutant	Concentration (mg/L)
Arsenic	0.11
Cadmium	0.11
Chromium	1.22
Copper	1.75
Cyanide	1.08
Lead	0.66
Mercury	0.0002
Molybdenum	0.15
Nickel	1.04
Selenium	0.24
Silver	0.83
Zinc	3.73
Total dissolved solids	5448

The following limits are established for BTEX compounds and are based on grab samples:

Pollutant	Concentration (mg/L)
Benzene	1.93
Toluene	17.0
Ethyl benzene	16.0
Xylene	17.0

In addition:

- Fat, grease , oil or wax of vegetable origin in excess of 100 mg/L shall not be discharged.
- Petroleum substances, whether emulsified or not, in excess of 100mg/L shall not be discharged.
- Wastewater containing dye, dye waste or any other coloring agent resulting in a wastewater color concentration in excess of 300 ADMI shall not be discharged.