

ORDINANCE NUMBER 11

AN ORDINANCE OF THE BISTONE MUNICIPAL WATER SUPPLY DISTRICT PROVIDING FOR ADMINISTRATION OF AND DEFINITIONS UNDER THIS ORDINANCE, REQUIRING APPLICATIONS FOR WATER SERVICES, FIXING AND DETERMINING WATER RATES FOR ALL RETAIL CUSTOMERS, FEES, CHARGES, COSTS, EXPENSES, SECURITY DEPOSITS, AND ESTABLISHING CONNECTION FEE, SETTING TAP CHARGES, DISCONNECTION AND RECONNECTION CHARGES, OTHER FEES, COSTS, EXPENSES, CHARGES, AND PENALTIES AND LIABILITY THEREFORE; ESTABLISHING BILLING AND COLLECTION PROCEDURES; DESCRIBING THE TIME AND METHOD FOR PAYMENT OF ACCOUNTS; REQUIRING INSTALLATION AND USE OF METERS AND OTHER CONDITIONS OF SERVICE; PROVIDING FOR DISCONNECTION FOR FAILURE TO PAY DELINQUENT ACCOUNTS, LATE CHARGES, FEES FOR RETURNED CHECKS AND OTHER PENALTIES AND IN OTHER EVENTS; DECLARING CERTAIN THINGS AS NUISANCES; LIMITING THE DISTRICT'S LIABILITIES IN CERTAIN EVENTS OR CIRCUMSTANCES; ESTABLISHING REGULATIONS AND POLICIES REGARDING WATER MANAGEMENT PROCEDURES; PROVIDING FOR TEMPORARY DISCONTINUANCE IN CERTAIN EVENTS; PROVIDING FOR ACCESS OF DISTRICT EMPLOYEES AND/OR CONTRACTORS; REGULATING SERVICE CONNECTIONS AND MAINTENANCE THEREOF; REGULATING CROSS CONNECTIONS, FIRE HYDRANTS, PRIVATE WATER MAINS OR SYSTEMS, EXPOSING METERS, VALVES OR HYDRANTS TO DAMAGE AND MOVING THE SAME AND WATER USED FOR CONSTRUCTION WORK; ESTABLISHING LIMITATIONS OF LIABILITY FOR DAMAGES; ESTABLISHING OBLIGATIONS AND LIABILITIES OF CUSTOMERS AND OTHER PERSONS; ESTABLISHING FINES UP TO \$ 500.00 FOR VIOLATIONS OF THIS ORDINANCE; REPEALING ALL PRIOR ORDINANCES AND PARTS OF ORDINANCES OR RESOLUTIONS INCONSISTENT HERewith; PROVIDING FOR ENFORCEMENT; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR THE PUBLICATION OF A SUBSTANTIVE STATEMENT OF THIS ORDINANCE.

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE BISTONE MUNICIPAL WATER SUPPLY DISTRICT:

SECTION 1. ADMINISTRATION

(A) Definitions. The General Manager (hereinafter referred to as "General Manager") and/or his delegated agent employed by the District are authorized to administer and enforce all provisions of this Ordinance under the Supervision of the Board of Directors (hereinafter referred to as "Board") of the Bistone Municipal Water Supply District. The General Manager is authorized to formulate other policies, forms (including but not limited to applications and other

forms), and procedures that are consistent with the terms and provisions hereof and that the General Manger deems necessary and appropriate to effectuate the terms and provisions of the Ordinance. The term “District” as used in this Ordinance shall mean the Bistone Municipal Water Supply District.

(B) Other Definitions. Unless the context specifically indicates otherwise, the meaning of the terms used in the Ordinance shall be as follows:

- (1) Applicant – A person, business or entity, which makes application to receive a service from the District.
- (2) Backflow Prevention Device – A device, including but not limited to, reduced pressure devices, double check valves, and vacuum breakers, approved by the General Manager and used to prevent water of unknown quality in private plumbing facilities flowing back into the water system.
- (3) Cross Connection – Any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other of which contains water and/or substances of unknown or questionable safety and/or quality, whereby water may flow from one system to the other.
- (4) Customer – Any person, business or entity, including but not limited to a partnership, association, firm, public or private corporation or governmental agency, having District’s service at any specified premises or which is liable for any fee, charge, penalty, cost, expense or other amount imposed, assessed or levied by this Ordinance.
- (5) District – The Bistone Municipal Water Supply District and its Board of Directors, General Manger and employees.
- (6) Meter – The meter, together with auxiliary devices, if any, constituting the complete installation needed to measure water supplied to any customer.
- (7) Notice – Unless otherwise specified, a written notification delivered personally or mailed by the District or the General Manager to a customer or other person, business or entity at such party’s last known address shown on District’s records; or mailed by any person, business or entity to the District at PO Box 145, Mexia, Texas 76667-0145.
- (8) Residential – Shall mean premises intended to be occupied and permitted to be occupied as a family habitation or place of abode pursuant to District lease codes, rules, ordinances and regulations as now existing or as hereafter enacted adopted or amended. Commercial shall mean all premises other than residential which are used, occupied or permitted to be used, whether or not

for profit, under District codes, rules, ordinances and regulations as now existing or as hereafter enacted, adopted or amended.

- (9) Residence – Shall mean premises intended to be occupied and permitted to be occupied as a single-family habitation or place of abode.

- (10) Service – All water and water-related service provided for the use and benefit of persons inside and outside the District through the operations and facilities of the District, including but not limited to:
 - a. Supply of treated water;
 - b. Building and extension of service mains;
 - c. Providing of meters and service connections to property;
 - d. Discontinuance, restoration or repair of service;
 - e. Extension or replacement of service mains for which pro rata or other assessments are charged;
 - f. Collections of rates or fees for service; and/or
 - g. Other District activities for the benefit of the general public authorized under this Ordinance.

- (11) Service Line – Pipe or conduit which extends from the water main and which connects with the meter of the building lateral to provide a water service connection.

- (12) Water Utility Bill – A statement of charges prepared by the District for base rate and usage of water and/or any other fees, charges, penalties or other amounts imposed, levied or assessed under this Ordinance.

- (13) Water Main – A conduit or pipe of the water system, which conveys water.

- (14) Water System – All treatment plants, mains, pumps, meters, connections, supply reservoirs, storage tanks, appurtenances and other facilities of the District employed in the purification, transportation and supply of treated and untreated water.

SECTION 2. APPLICATION FOR SERVICE AND SERVICE AGREEMENT.

(A) Application and Service Agreement Required. Before any service shall be supplied by the District to any customer, the person, business or entity requesting service shall make proper written application for such service with the District and shall complete all information on forms required by the District, including but not limited to a customer application, a service agreement and if the application requires a new tap not on existing District property, or easement, the customer shall also execute an easement allowing the District access to the proposed location and the right to extend service through the customer's property. If the

application is for a proposed new water tap, additional information shall also be supplied to the District in order to determine any additional cost for the service tap or connection charges, fees, costs and expenses. An application fee as set out in Section 6(B)(8), and appropriate security deposit as set out in Section 3(A), shall be paid to the District at the time of application and prior to service being established. Any person, business or entity which has been previously a customer shall provide any previous name and address under which the applicant was previously furnished with service and with the application shall pay any fees, damages, charges, expenses, penalties or delinquent accounts owed by the applicant to the District and the additional security deposit hereinafter set forth.

(B) Effect of Application and Liability for Payment. When an application for service has been approved and accepted by the District, the applicant, the occupant and the owner of the premises to be serviced shall be jointly and severally liable for and shall pay upon demand any and all charges, rates, fees, costs, penalties and other amounts that may be imposed, levied or assessed in accordance with this Ordinance. The application shall further constitute a joint and several agreement on behalf of said applicant, the occupant and/or owner to comply with all terms and provisions of this Ordinance and all other local, state and federal laws, as then existing or as thereafter enacted or amended.

(C) Use of Water Prior to Accepted Application. No person, business or entity shall use any water, turn on any water service or valve, or tap into a District water system or to any premises prior to the District's acceptance of the required application and the payment of all fees, deposits, costs, expenses, charges and other amounts imposed, levied or assessed pursuant to this Ordinance. Any person, business or entity which uses any water through a District service line, turns or attempts to turn on any water service or valve and/or taps or attempts to tap into any District service or water system prior to the District's acceptance of the required application and/or prior to the payment of all fees, deposits, costs, expenses, charges and other amounts imposed, levied or assessed pursuant to this Ordinance shall be in violation of this Ordinance and shall be subject to the penal provision of this Ordinance.

(D) Change of Name. In the event of a change of business or other name for any customer, such customer shall file with the District as soon as reasonably practical after such change of name a new application for water service and shall pay with said application all fees,

damages, charges, penalties and delinquent accounts owed by such customer under the former name.

(E) Misinformation on Application. Any person, business or entity which provides incomplete, incorrect, false, deceptive, inaccurate or misleading information on any application or which fails to provide any application or other information required by or through any terms or provisions of this Ordinance shall be in violation of this Ordinance and shall be subject to the penal provision of this Ordinance.

Section 3. SECURITY DEPOSITS/ADDITIONAL DEPOSITS; USE OF FUNDS.

(A) Security Deposits. Security deposits to be paid at the time of the making of application for service shall be calculated upon the size of the water meter utilized and the type of service as follows:

<u>METER</u>	<u>RESIDENTIAL CUSTOMER</u>	<u>COMMERCIAL CUSTOMER</u>
$\frac{3}{4}$ "	\$ 75.00	\$ 100.00
1" and larger	As determined by the General Manager, contained as part of the written service agreement with proposed customer and approved by Board of Directors.	

(B) Additional Security Deposits.

- (1) If on the effective date of this Ordinance an existing customer which does not have a security deposit equal to the amount set out in Section 3 (A) hereinabove becomes delinquent in paying the water utility bill or other fees, costs, damages, penalties or other amounts imposed or assessed under this Ordinance and has been disconnected or is subject to disconnection, such customer shall upon demand increase such customer's security deposit to an amount set out pursuant to Section 3 (A) hereinabove plus an additional Ten Dollars (\$ 10.00) prior to the time such customer is reconnected or prior to the time such customer is subject to disconnection of service; provided however that the security and additional deposits for disconnection required for residential customers shall not exceed One Hundred Fifty Dollars (\$ 150.00) for any single residence dwelling.
- (2) In the event that a former customer making application is delinquent in the payment of any fees, damages, charges, penalties, or delinquent accounts owed to the Bistone Municipal Water Supply District, such customer shall pay all delinquent amounts, the security deposit as calculated under Section 3 (A) hereinabove plus Ten Dollars (\$ 10.00).

(C) Use of Security and Additional Deposits. Any and all respective security deposits collected as of the effective date of this Ordinance or hereafter may be applied or offset by the District against any such customer's account for unpaid fees, costs, damages, charges, penalties or other amounts owed by such customer to the District and imposed, levied or assessed under this Ordinance or any other District ordinance when such customer's account is closed or such customer's water service is disconnected. The balance, if any, of such security deposit remaining after such application or offset shall be refunded to such customer. The deposit shall also be returned when the customer has paid all bills/charges by the due date for twenty-four (24) consecutive months. When and if this occurs the District shall return the security deposit to the customer. Any unclaimed customer deposits are subject to the Texas Unclaimed Property Law of 1961 as administered by the State Comptroller's Office. The District shall not be liable to any customer for interest on a security deposit held by the District. Until such application, offset or return to customer, all such deposits shall be maintained by the District in a separate account.

SECTION 4. METER REQUIRED; METERS TO BE READ MONTHLY; ESTIMATED CHARGE AND ADJUSTMENTS FOR LEAKS.

(A) Meters Generally. A customer shall receive water service only when measured through a meter. All water meters furnished by the District shall at all times remain the property of the District. The General Manager shall determine the size, type, quantity and location of meters and connections to meters to be installed. Each meter shall be read, when reasonably possible, once a month and a water utility bill shall be rendered accordingly. At no time shall more than one building or one duplex unit or one single family residence be placed on any single meter, unless approved prior to installation by the Board of Directors of the District.

(B) Estimated Bill Circumstances. The quantity of water delivered to a premises may be estimated under any of the following circumstances:

- (1) The meter reader is unable to procure a reading of the meter because access to the meter is obstructed or made hazardous by an animal or otherwise; or
- (2) The meter does not properly function or the equipment used to read the meter does not properly function; or
- (3) Adverse weather, an act of God or other circumstance prevents or inhibits the reading of the meter; or

(4) No meter is in place at the premises; or

(5) For some other reason, a meter reading is not available to the billing section of the District at the time for preparing a water utility bill to the customer.

(C) Basis for Estimates. An estimate shall be based on past consumption experience at the premises and adjusted for seasonal variations, or if there is no similar past experience, then upon consumption of the same class of customers under similar conditions. If a customer demonstrates to the satisfaction of the General Manager that an estimated bill is excessive, then the District shall render a water utility bill for water usage based on a revised estimate or on an actual meter reading where reasonable possible. Anytime the District estimates meter readings for any reason, the bill shall clearly show the meter reading is by estimation.

(D) Meter Reading Verification. If the customer is of the opinion that there is an error or a discrepancy for water usage on such customer's water utility bill, the General Manager or his designee, being not the same person that read the meter originally for the billing period, will inspect the meter and verify the reading. A Ten Dollar (\$ 10.00) verification fee will be assessed to and shall be paid by the customer unless the General Manager or his designee verifies that the customer's bill was grossly in error or the customer has not requested more than one verification during the previous six-month period.

(E) Return of Meters. All water meters furnished to customers are the property of the District and shall be returned by the customer immediately upon request of the General Manager. Failure by a customer to return a meter when requested constitutes grounds for disconnection or refusal of service. Any person, business or entity, which has possession, care, custody or control of a meter and fails to deliver the same to the District after requested to do so by the General Manager, or designee, shall be in violation of this Ordinance and shall be subject to the penal provision of this Ordinance.

(F) Maintenance of Meters. The District is responsible for maintenance, inspection and repair of all water meters rendered unserviceable through normal wear and tear. When replacements, repairs or adjustments of any meter, meter box, and service valve are made necessary by an act, negligence or carelessness of a customer, or the customer's agent, guest, family member or invitees, such customer, person, business or entity shall pay all damages resulting from such act, negligence or carelessness of a customer or their agent, guest, family

members or invitees to the District on demand and if the same are not so paid by a customer responsible therefore, service to such customer, owner and/or occupant shall be disconnected.

(G) Testing of Meters. When any customer is of the opinion that the meter through which the water is supplied is incorrect for any reason, the customer may request that a test of the meter be made. The customer shall pay the following fee for the test and the new replacement meter based upon the size of said meter and calculated as follows:

- ¾ “ - \$ 80.00
- 1” - \$ 95.00
- 2” - \$ 200.00
- 3” and larger – as determined by General Manager

When the General Manager receives the results of the test and if the meter was found to be over-registering by more than five (5%) percent, the testing fee shall be returned along with a refund for up to twelve (12) months or the actual length of time the meter was installed, whichever is shorter. The refund shall be the amount overcharged during the time as determined by recalculation of the past bills for said period.

SECTION 5. SERVICE AND TAP CONNECTION CHARGES.

(A) Water Service Installation and Tapping Charges.

- (1) For (1) new 5/8 x ¾ meter, dual check valve, meter box, up to 25 ft. of service line and (1) tap connection to existing main and up to three hours of backhoe time, an applicant shall be charged a tap fee of \$ 375.00, provided however that when the tap has been previously made at the proposed location by a developer and/or past property owner and no box for the meter is visible, a meter set fee of \$ 150.00 shall be charged to the applicant or when an existing tap and box are visible, the meter set fee shall be \$ 25.00.
- (2) All other tap applications shall be investigated to determine the actual cost of the materials and labor to provide the tap as requested by the applicant. The General Manager shall provide an itemized statement of projected cost to the applicant. The applicant shall remit payment in full as determined by the statement of projected cost and the District shall install tap and carefully keep track of actual costs of the installation. If the actual cost is less than estimated, the District shall refund to the applicant all money received in excess of the actual cost within twenty (20) days. Any additional costs are the responsibility of the applicant.
- (3) In addition to any other fees, a non-refundable initial connection fee shall be assessed for all new water taps in the amount of \$ 500.00. The money is to

defray the additional capacity requirements that the District must provide to comply with Texas Natural Resource Conservation Commission guidelines.

SECTION 6. WATER RATES AND ACCOUNTS.(see Ordinance 12 for amendments)

(A) The amounts to be levied and collected from any person, business or entity using the District water system shall be computed in accordance with the following monthly water rate schedule:

1. Retail Customer water rates shall increase from \$ 10.75 for the first one thousand gallons plus \$ 3.50 per thousand for all over to:
 - \$ 12.50 for the first one thousand gallons (minimum),
 - \$ 4.40 per thousand for the next 24,000 gallons,
 - \$ 4.65 per thousand for the next 25,000 gallons,
 - \$ 4.90 per thousand for the next 25,000 gallons,
 - \$ 5.15 per thousand for the next 25,000 gallons and
 - \$ 5.40 per thousand for all over 100,000 gallons.

Provided however that where more than one residence is serviced from the same water meter, such customer shall pay a minimum monthly rate of \$ 12.50 per residence plus the amount of water provided through such meter as shown on the foregoing schedule, after an allowance for 1,000 gallons per residence serviced by said meter.

2. Raw (Non-potable) Customer water rates are as follows:
 - (a) Raw Water from Lake Mexia will be \$ 4.16 for the first one thousand gallons (minimum) and \$ 1.80 for all over; and
 - (b) Raw Water from the Personville Wells pipeline will remain at \$ 5.38 for the first thousand gallons (minimum) and \$ 1.75 for all over.

(B) Due Dates for Payment of Monthly Water Utility Bills, Late Charges, Miscellaneous Charges and Provisions for Disconnection for Delinquent Payment or Nonpayment.

- (1) As nearly as reasonably practical, each customer shall be sent a monthly water utility bill on the last working day of the month, to the customer's address shown on the District's records. Each water utility bill shall include, but shall not be limited to, the applicable monthly base rate for water and water usage. Each

water utility bill shall be due and payable within forty-eight hours after the same is mailed by the District or is delivered to the customer, whichever event shall first occur. Payment of a water utility bill shall be made to Bistone Municipal Water Supply District, PO Box 145, Mexia, Texas 76667-0145 or in person at 472 Whiterock Road, Lake Mexia, Texas.

- (2) Any customer who fails to pay a water utility bill within sixteen (16) days from the date such bill was sent or delivered shall be subject to a late payment penalty in the amount of ten (10%) percent of the total amount due, unless the sixteenth day falls on a holiday or weekend, then penalty will be assessed after 5:00 p.m. the next working day.
- (3) Any customer who fails to pay the water utility bill and/or any other fee, penalty or charge imposed, levied and/or assessed under this Ordinance within twenty (20) days from the date such bill was sent or delivered shall be subject, without notice from the District, to such customer's services being disconnected from the District's water system.
- (4) It shall be the stated policy of the District to mail a service termination notice to any non-paying customer on the 21st day of the month, allowing ten (10) additional days for customer to pay the water utility bill and/or any other fee, late penalty or charge imposed, levied and/or assessed under this Ordinance prior to water service being disconnected on the date and time stated in the service termination notice.
- (5) Any customer which has been disconnected for nonpayment under Section 6(B) of this Ordinance, shall pay all delinquent water utility bills along with an additional amount for deposit as may be required under Sections 2 and 3 of this Ordinance prior to reconnection. Additionally, a reconnection fee of \$ 25.00 shall be charged for reconnections made between 8:00 a.m. and 5:00 p.m. on normal District working days. \$ 45.00 shall be charged for reconnections made between 5:00 p.m. and 10:00 p.m. on normal District workdays or at such other times as may be approved by the General Manager. No reconnections will be made after 10:00 p.m. or before 8:00 a.m. on normal workdays or at any other time unless approved by the General Manager.
- (6) The owner of the premises serviced and customer in whose name the account for services exists are jointly and severally liable for all charges for monthly water utility bills, late payments and reconnection fees assessed, levied or imposed under this

Ordinance. Nevertheless, where service is provided to a tenant or occupant in a structure, whether residential or commercial, or to more than one tenant or occupant through a master meter or single service connection, the other owners and occupants shall remain jointly and severally liable for the unpaid delinquent amount if the customer in whose name the account exists fails, refuses or is unable to pay the amounts shown on a water utility bill as the same became due and payable. The General Manager may refuse service or discontinue service to all other tenants, occupants and/or customers in said structure in the same manner provided for in Section 6 of this Ordinance until all delinquent amounts are fully paid.

(7) Where a person, business or entity which is liable for any delinquent amounts at one address is found to have an account in his or its name at another address, the delinquent amounts at the previous address may be transferred to the account at the new address, and service discontinued at the new address until the delinquent amounts are fully paid.

(8) Miscellaneous Charges and Provisions.

(a) Adjustment for Leaks. Any customer who requests an adjustment due to a water leak shall present to the General Manager such documents and verification as the General Manager may require to substantiate that a water leak has occurred. If the General Manager is satisfied that a leak has occurred, the General Manager may adjust one month's billing to that customer during the period of the leak to an amount equal to the full applicable base and usage rate for the first 10,000 gallons of water and to One dollar and sixty cents (\$ 1.60) per thousand gallons over 10,000 gallons for that month. The customer shall not be entitled to any further adjustment for that leak even though said leak may have extended into two or more monthly billing periods. Only one leak adjustment is allowed every twelve months on any account.

(b) Application Fee. The service fee for processing an application for service shall be \$ 10.00.

(c) Collection Fee. If a District employee has arrived at a customer's premises to disconnect such customer's services, such customer shall fully pay all delinquent amounts owed by such customer plus an additional

\$ 12.50 collection fee prior to completion of such disconnection in order to avoid such disconnection.

- (d) Return Check Fee. Upon the return of any check issued by a customer and returned non-sufficient funds by the bank on which it is drawn, a fee of \$ 25.00 shall be assessed for such returned check and shall be paid by the customer who issued such check. The District will mail a Certified Letter demanding full payment within ten (10) days. If the letter is unclaimed, the District will wait ten (10) days to file your check with the Limestone County District Attorney. If the letter is claimed, the District will wait ten (10) from customer receipt of letter before terminating water service and filing charges with the Limestone County District Attorney. Customer checks returned by the bank on which it is drawn due to account being closed will also be assessed a fee of \$ 25.00 and water service will be terminated. Customer notification before filing charges with the Limestone County District Attorney is not required if the returned check is the result of the account being closed. In the event that water service is disconnected the additional fees as stated in 6(B)(5) shall be required before service will be restored.
- (e) Requested Disconnect Fee. The service charge for a District employee answering the request of a customer for a temporary disconnection of service shall be \$ 12.00 per trip by such employee and shall be paid by such customer upon demand.
- (f) Transfer Fee. When any customer makes application under Section 2 hereinabove or requests a transfer of such customer's water service from one address to another address, such customer shall pay the required \$ 10.00 application fee and an additional \$ 15.00 transfer fee, which shall be paid by such customer at the time of said application

(C) All wholesale water rates shall be determined by the current contract for that service.

SECTION 7. BACK FLOW PREVENTION DEVICES.

(A) Authority to Require. The General Manager is authorized to do each of the following:

- (1) Give notice and require any customer to install an approved backflow prevention device at the customer's sole expense, if the District determines that the device is necessary on private plumbing and irrigation sprinkler systems on the premises to protect the water system;
- (2) To require periodic inspections of backflow prevention devices by a certified back flow tester, to assure the device works properly and is well maintained;
- (3) Give notice and require a customer to correct a defective backflow prevention device, using a certified back flow tester, at the customer's sole expense and in the manner required by the General Manager;
- (4) Refuse or discontinue service if a backflow prevention device is not installed or corrected as provided by this section;
- (5) Re-inspect a defective backflow prevention device after a customer has caused completion of the corrective measures and necessary tests of the repaired device by a certified tester, who has verified proper operation of the device and has provided documentation of the fact to the customer.

(B) Maintenance Responsibility. The customer shall be solely responsible for maintenance and upkeep of all backflow prevention required by the General Manager. The District shall not be responsible for any damage done during inspection that is a result of corrosion, improper maintenance, construction or maintenance of a backflow prevention device.

SECTION 8. GENERAL POLICIES AND REGULATIONS REGARDING WATER

(A) Temporary Discontinuance for Construction, Maintenance or Emergency Reasons.

- (1) Reasons for Temporary Discontinuance. The General Manager is authorized to temporarily discontinue service to premises for any of the following reasons:
 - (a) to prevent or lessen potential injury to persons, private or District property, or other parts of the systems if a main breaks or if any other failure occurs in the water system;
 - (b) to perform routine maintenance or repair to any part of the water system;

- (c) to perform emergency maintenance or repair to any part of the water system;
- (d) in other cases of emergency, when necessary to protect the general health, safety or welfare of persons; or
- (e) to make a connection to a newly constructed or relocated water main.

- (2) Responsibilities Upon Temporary Discontinuance. In all cases of temporary discontinuance, the General Manager must restore service as soon as is practical and must take all reasonable steps necessary to protect the public health and safety under the circumstances.

(B) Authorized Employees; Right of Access of Employees for Inspection and Maintenance; Access of Contractors.

- (1) Authorized Employees. The General Manager shall designate those individuals who are employed by the District and authorized to carry a credential of the District. No person other than an authorized employee shall have or use any credential of the District. An employee must surrender credentials to the District upon termination of employment or at the request of the General Manager.
- (2) Right to Access. An authorized employee shall carry a credential when dealing with the general public. Upon presentation of the credential, an authorized employee shall have free access, at reasonable hours, to private premises receiving service for the purpose of reading or inspecting a water meter, a backflow prevention device or for other service-related activities. Only an authorized employee may have free access to parts of the water system for purposes of operation, construction, repair or maintenance.
- (3) Access by Non-authorized Persons. A person shall be in violation of this Ordinance and shall be subject to the penal provisions of this Ordinance if he is not an authorized employee under this Ordinance and he:
 - a. Uses a District credential to obtain access to private property or to a part of the water system; or
 - b. Falsely represents, by other than the display of a credential, that he is an authorized employee of the District, to obtain access to private property or to a part of the water system.
- (4) Private Contractors. A person performing construction or repair work for the District pursuant to a contract with the District or pursuant to a private

development contract authorized by the District has a right of access to those parts of the water system as is reasonably necessary to fulfill performance of the contract; provided, that no person shall have the right under such contract to open or operate any valve in water system and any such access shall be subject to the express direction of the General Manager and the terms of the contract documents.

(C) Service Connections.

(1) Maintaining Service Connections. The General Manager is authorized to maintain service connections from the mains on District property, in public right-of-way or utility easements to building laterals or building water lines on premises, pursuant to the following rules:

- (a) The District is responsible for maintenance of a service connection from the water main to the meter.
- (b) The District will maintain a service connection at its original size or larger as authorized by the General Manager but only as long as the customer continues use of a service.
- (c) The District will remove, at the property owner's expense, a service connection made in violation of this Ordinance.
- (d) The General Manager is authorized to charge fees, charges, costs and expenses in accordance with Section 5 to an applicant or property owner for installation of a service connection.

(D) Construction and Installation Rules. The following rules govern construction and installation of service connections:

- (1) A building lateral, building water line, drain and other private plumbing shall be constructed in strict accordance with the provision of the State's referenced plumbing codes. The General Manager may, as a condition of the service, impose additional construction requirements not in conflict with the plumbing codes, this Ordinance, or other applicable state or federal laws and regulations in order to protect the system from damage or contamination, to facilitate connection, or where extraordinary circumstances may require.
- (2) All service connections shall be made only by persons authorized by the General Manager, and the private plumbing must meet the construction requirements of the plumbing code. Any ditch dug for the purpose of installing a connection shall be backfilled as soon as practical upon completion of the construction.

(E) Nuisance. Every commode, wastewater drain, privy or other wastewater receptacle used on the premises which is not connected to an approved wastewater system or which is not connected to an on-site sewage facility approved by Limestone County or the Texas Natural Resources Conservation Commission regulations is hereby declared to be a nuisance and a public health hazard and shall be removed by the owner or occupant of said premises upon demand by the General Manager. The General Manager shall notify the customer that a nuisance exists. The notice shall clearly identify what the nuisance is and advise the customer to immediately remove or abate the nuisance. Any such owner or occupant who fails to follow such removal of abatement demand as required by the General Manager shall be in violation of this Ordinance and shall be subject to the penal provisions of the Ordinance, disconnection of service, and notification of the on-site sewage facility inspection authority.

(F) Cross Connections, Location of Water and Sewer Mains.

- (1) Cross Connection Prohibited. No person, business or entity shall make or permit a cross connection unless such cross connection is protected by a backflow prevention device approved in writing by the General Manager prior to such cross connection.
- (2) Nuisance. The making of a cross connection in violation of Section 8(F)(1) hereinabove is hereby declared to be a nuisance and a public health hazard. Any person, business or entity making or permitting a cross connection not permitted under said Section 8(F)(1) hereinabove shall be in violation of the Ordinance and shall be subject to immediate disconnection of service from system and the penal provisions of this Ordinance.

(G) Exposing Meters, Valves, Hydrants or Other Appurtenances to Damage; Notice of Work Affecting Systems; Moving Meters, Valves, Hydrants or Other Appurtenances.

- (1) Exposure to Damage. A person shall not build a driveway, sidewalk or other improvement that:
 - (a) exposes a meter, valve, fire hydrant, air valve, tap pressure recording instruments or other appurtenance to damage from vehicular traffic; or
 - (b) causes obstruction of access to a meter, air valve, tap, pressure recording instrument or other appurtenance for operation, repair, inspection or maintenance purposes.

- (2) Request to Move Appurtenance. A customer occupying premises adversely affected by the location of a meter, flush hydrant or valve, air valve, tap, pressure recording instrument or other appurtenance may make written application to the General Manager to have the device moved under the following conditions:
 - (a) The General Manager may approve the application if he determines that the move will not interfere with normal District operations and will not cause damage to the water system. The decision of the General Manager in such matters shall be final.
 - (b) Upon approval of the application, the General Manager will furnish the applicant an estimate of costs to move the device. The applicant shall pay all estimated moving costs and any other fees, charges or other costs in advance of any work.
 - (c) Upon deposit of the estimated costs by the applicant, the District will make the relocation.

(H) Water Used for Construction Work.

- (1) When Water is Free. The General Manager may furnish water free of charge to a contractor or other person performing construction work for the District.
- (2) Other Construction Work. For any construction work other than that described hereinabove, a written application shall be submitted by the person, business or entity desiring temporary water service for construction, and such applicant shall pay all deposits, fees, charges and other amount as determined by the General Manager under Sections 2 and 3 hereinabove and the charge for water shall be calculated in accordance with Section 6 of this Ordinance.
- (3) Conditions When Charged. If water to be used for construction is subject to charge, water service may be discontinued, in the same manner as provided under Section 6 hereinabove and other terms and provisions of this Ordinance.

(I) Liability for Damages.

- (1) District Not Liable. Neither the District, the General Manager or the District's appointed officials, agents, servants or employees shall be liable for personal injury, death or property damage resulting from any of the following;

- (a) faulty or defective private plumbing, or private plumbing not meeting the provisions of this Ordinance; or
- (b) defects, damage or failure, of which the District had no actual or constructive notice, of a part of the water system; or
- (c) rejection of applications, interruption of service, discontinuance of service, or damage to customer's equipment or machinery due to interruption of or discontinuance of service; or
- (d) damage to any boiler, air conditioning equipment, ice machine, ice cream machine or any other water consuming device supplied directly with the District water service and due to an interruption or discontinuance of service when such customer's property has inadequate water reserve supply or capacity.

- (2) State and Federal Law Immunity. The provisions of this Ordinance are subject to the applicable state or federal laws concerning governmental immunity and its waiver. This section must not be construed to either restrict or expand the applicability of those laws.

(J) Tampering With or Damaging Systems; Unlawful Use of Water; Prima Facie Evidence.

- (1) Tampering With or Damaging System. Any person, business or entity shall be in violation of this Ordinance if he (it) knowingly, without the written permission of the General Manager, either;

- (a) damages or destroys part of the water system; or
- (b) tampers with part of the water system.

- (2) Certain Conditions Creating Prima Facie Evidence of Tampering. For purposes of this section, it is prima facie evidence that a person has tampered under Section 8(J)(1)(a or b) if such person is a customer, owner or person in control of the premises and:

- (a) water is prevented from passing through a meter used or furnished by the District to supply water to the premises;
- (b) a meter used or furnished by the District is prevented from correctly registering the quantity of water supplied to the premises;

(c) water is diverted or bypassed by the use of a device, from or around a pipe, main, meter, hydrant or other connection of the District;

(d) a meter or service connection of the District used for service to premises is removed.

(3) Prima Facie Evidence of Knowledge. The existence on premises of a device used for any of the unlawful purposes stated in Section 8(J)(1 or 2) hereinabove shall constitute prima facie evidence or knowledge of the unlawful purpose on the part of the customer, owner or person in control of the premises.

SECTION 9. PARTIAL INVALIDITY.

That the invalidity of any part of this Ordinance shall not invalidate any other part thereof. That the terms and provision of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phrase of this Ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause or phrase of this Ordinance.

SECTION 10. REPEALING CLAUSE.

That all ordinances and parts of ordinances, and resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 11. PENAL AND ENFORCEMENT PROVISIONS.

Any person, business, entity or customer who knowingly violates any penal provision of this Ordinance including but not limited to Sections 2(C), 2(E), 4(E), 8(B)(3), 8(E), and/or 8(F)(2), shall be guilty of a misdemeanor and upon conviction thereof shall be fined in any sum of not more than FIVE HUNDRED AND NO/100 DOLLARS (\$ 500.00). Each such violation and each day such violation continues shall constitute a separate and distinct violation. A person is also criminally responsible for a violation of this Ordinance and is also subject to the penal provisions of this Ordinance if such person either:

(1) knowingly commits or assists in the commission of a violation; or

(2) is the customer, owner, tenant, occupant, permittee or other person in control of the premises deemed to be the source of the violation, and knowingly permits said violation.

If a business or entity is alleged to be in violation of any penal provision of this Ordinance and is alleged to have “knowingly” committed a penal act, omission or offense as a part of such violation, the requirement of “knowingly” is established if any person employed by or acting on behalf of such business or entity either committed, participated in, permitted, or authorized the violation is shown to have knowledge or information either prior to or during such violation, that the act, omission or offense in question was a violation of a penal provision of this Ordinance. Nothing herein shall be deemed to limit, abridge or restrict the enforcement of any term or provision of this Ordinance by civil court action as provided by state or federal law. Nothing in this Ordinance shall limit, abridge or restrict the rights and remedies of the District to collect damages and other amounts allowed by law and to seek other relief, at law or in equity, against any person, business or entity for replacement, repair, maintenance and other damages caused, in whole or in part, by such person, business or entity to the District’s water system.

SECTION 12. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect from and after its passage, approval, recording, and publication as provided by law.

SECTION 13. PUBLICATION OF SUBSTANTIVE STATEMENT.

This Ordinance shall become effective five (5) days after the second publication of the Substantive Statement, once a week for two consecutive weeks, pursuant to Section 23 B, Article 8280-206, creating said Water District and such publication shall be in the form of the Substantive Statement hereof, which states in summary the purpose of this Ordinance and the penalty for violation of this Ordinance.

DULY PASSED on this _____ day of _____, 2001.

ATTEST:

Carrie Ingle
Secretary/Treasurer

James H. Oliver
President

