

**TRAVIS COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT – POINT VENTURE  
ORDER ESTABLISHING WATER AND WASTEWATER SERVICE RATES,  
CHARGES AND TAP FEES, AND ADOPTING GENERAL POLICIES AND  
RULES WITH RESPECT TO THE DISTRICT’S  
WATER, WASTEWATER AND DRAINAGE SYSTEMS**

**Adopted January 30, 2025, to be effective March 1, 2025**  
Last Amended January 25, 2024

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

WHEREAS, pursuant to Section 51.127, Texas Water Code, the Board of Directors (the “Board”) of Travis County Water Control and Improvement District – Point Venture (the “District”) is authorized to adopt and enforce all necessary rates, charges, fees and deposits for providing District facilities or services.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT - POINT VENTURE AS FOLLOWS:

I. General Policies.

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

1. “Connection” shall mean and refer to each residential unit occupied by a separate family, including separate apartments or townhomes located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.
2. “District’s Representative” shall mean and refer to the general manager of the District or another representative or employee of the District acting pursuant to the direction of the general manager or the Board of Directors of the District.
3. “Rules” shall mean and refer to such rules and regulations as the District may adopt pursuant to Section 51.127, Texas Water Code.
4. “Systems” shall mean and refer to the District’s water, wastewater, and drainage systems.

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

C. All Services Charged. At no time shall the District render water and/or sewer services without charge to any person, firm, corporation, organization, or entity, except for other governing bodies within the District’s boundaries.

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

II. Connections to the District's Systems.

A. Applications for Connections.

1. Any party desiring to make a connection to the District's Systems shall first make an application to the District's Representative in the form approved by the Board of Directors of the District. The applicant shall, upon request, furnish the District's Representative with evidence that the party who will install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000.00 for bodily injury and \$50,000.00 for property damage, with an underground rider and a completed operations rider.
2. The District's Representative shall review all applications for connections to the District's Systems. In the event that the District's Representative finds that the materials to be used and the procedures and methods to be followed in laying the line and making the connection are equal to or better than the standards established by the Rules and are in compliance with all terms and conditions of the Rules, the District's Representative may approve the application and the proposed connection, subject to such terms or conditions as the District's Representative deems necessary or convenient to accomplish the purpose and objectives of the Rules.

B. Payment of Fees. Any party desiring to make a connection to the District's Systems shall pay the appropriate water tap fee and/or sewer tap fee to the District's Representative at the time the application for such connection is made. No connection shall be made until such fees are paid.

C. Impact Fees and Tap Fees.

a. Water and Wastewater Impact Fees. None at this time.

b. Tap Fees. The District's water tap fees and sewer tap fees shall each be:

- i. Short Tap: \$6,000 for properties where tap will be installed on the same side of the street as the main water or sewer line.
- ii. Long Tap: \$10,000 for properties where tap will be installed on the opposite side of the street as the main water or sewer line

- D. Security Deposits. A security deposit per Connection shall be paid to the District's Representative by each customer prior to the initiation of service or billed on the first month's water bill for each water meter in the following amounts:

<u>Meter Size</u>	<u>Security Deposit</u>
3/4"	\$300.00
1"	\$500.00
2"	\$500.00

Security deposits shall not be transferable to another customer, but may be transferred to a new account in the District if the current account is closed and shall be held by the District to assure the prompt payment of all bills for water and wastewater services to the customer. Customers who wish to transfer their deposit to a new account must have the required security deposit on file for the meter size for that account. In the event a commercial account becomes delinquent at any time, the District may re-calculate the security deposit to equal up to two times the estimated average monthly bill for such account.

At its option, the District may apply all or any part of a customer's security deposit against any delinquent bill of the customer. Upon discontinuation of service, the deposit shall be applied against amounts due, including any disconnection fees, whether because of the customer's delinquency or upon the customer's request. Any portion of the deposit remaining after deduction of such amounts shall be refunded to the customer. In no event shall the security deposit bear interest for the benefit of the customer.

- E. Additional Charges. Any non-routine charges incurred by the District in connection with any water tap, sewer tap, and/or inspection shall be the responsibility of the applicant for such connection and shall be payable to the District upon demand. In the event the actual cost to the District for the tap exceeds the fees charged, the Customer shall be responsible for paying the additional cost within thirty (30) days of notice from the District.

### III. Water and Wastewater Service.

- A. Applications for Service. Prior to activation of residential service, any party desiring to receive service from the District's water or wastewater systems shall make an application for such service to the District's Representative in the form approved by the Board of Directors of the District. All applications shall be made by the record owner or renter of the property for which service is being requested. Proof of residency, a valid photo identification for each person on the account and a security deposit for the meter size of that account must be furnished to the District's Representative upon request. Application fee is set at \$25.00. An additional \$100.00 fee will be charged for same day reconnection for services during regular business hours that have been disconnected. An additional \$350 minimum fee will be charged for all reconnections after hours, weekends, and holidays. These additional charges will be added to the customer's bill. All deposits are due within 7 days of establishing service or services will be terminated and additional reconnection fees will be applied.
- B. Water and Sewer Service Rates. The rates and charges for the sale of water and the collection and disposal of sewage shall be in effect for residential customers, including multi-family, apartment, townhome and commercial customers within the District from the effective date of this Order.

- C. Grease Traps. All commercial accounts are required to perform monthly grease trap maintenance and inspections. The District or its Representative will perform an annual grease trap audit, where monthly grease trap inspections records will be requested and reviewed. A penalty fee of \$20.00 per month will be assessed for any month a grease trap inspection report cannot be provided. Such penalty will be charged on the commercial account's bill.
- D. Grinder Pumps. See Attachment "A" for grinder pump service agreement for all single-family customers. See Attachment "B" for grinder pump system standards. All customers must fill out, sign and return a Grinder Pump Service Agreement before service will be initiated. This agreement is not required from Townhouse applicants.
- E. Access to Customer's Premises. The District or its Representative will have the right of access to the customer's premises at all reasonable times for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the District's System, including inspecting the customer's premises for compliance with the Rules and tariff violations. The customer shall allow the District's Representative access to the customer's property to conduct any water quality or other tests or inspections required by law, by the District's permits or by this Order. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall occur during normal business hours and the District's Representative will attempt to notify the customer that they will be working on the customer's property. The customer may require any District's Representative, contractor, or agent seeking to make such entry to identify themselves, their affiliation with the District, and the purpose of their entry.

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

F. District Service Rates.

1. Monthly District Water Rates. For water service within the District's corporation boundaries, each customer will be charged a Base Rate as determined by the size of the meter and a Volume Rate as determined by the actual water usage.

<u>Meter Size</u>	<u>Base Rate</u>
3/4"	\$40.25 includes 1 <sup>st</sup> 2,000 gallons
1"	\$60.00 includes 1 <sup>st</sup> 2,000 gallons
2"	\$60.00 includes 1 <sup>st</sup> 2,000 gallons

Volume Rate - Residential

0 to 2,000 gallons	=	\$40.25 per month (included in base rate)
2,001 to 5,000 gallons	=	\$4.40 per 1,000 gallons
5,001 to 10,000 gallons	=	\$5.80 per 1,000 gallons
10,001 to 15,000 gallons	=	\$7.75 per 1,000 gallons

15,001 to 25,000 gallons	=	\$10.00 per 1,000 gallons
25,001 to 50,000 gallons	=	\$13.20 per 1,000 gallons
50,001 or more gallons	=	\$18.75 per 1,000 gallons

2. Bulk Water Sales. The District will sell bulk water to irrigators, hydro mulch operations, water delivery services, and other commercial haulers on an as-needed basis. All hauling vehicles must conform to potable water sanitation standards with the proper air gaps and backflow devices installed. Vehicles must be inspected and approved by the field supervisor or District's Representative prior to being issued a hauling permit.

Bulk water will also be made available for sale to District customers who wish to haul water for home or irrigation use and whose property is not currently located near a waterline. Bulk water customers will not be required to pay an Impact Fee; however, when a waterline is constructed which will serve their property, bulk water hauling will no longer be permitted and water service to the property will require a service connection and payment of all appropriate fees to establish service.

Bulk water will be prepaid, permitted and drawn from designated hydrants only. Refunds for bulk water not used will be made only in the month in which the permit was issued.

**Bulk Water Rate:**

Tanks less than 2,500 gallons capacity - \$35.00

Tanks greater than 2,500 gallons capacity - \$14.00/1,000 gallons

3. Surplus Water Sales. The District may sell surplus water to neighboring utilities that have entered into an Emergency Interconnect Agreement with the District.

Surplus water rates will also apply to all infrastructure construction flushing as required to ready water for service.

**Surplus Water Rate:** \$12.00 per 1,000 gallons

4. Monthly District Wastewater Rates. The District charges a standard wastewater base rate of \$54.00 per home for up to 2,000 gallons water used and \$2.00 per 1,000 gallons water used after.

5. Fire Hydrant Meter Fees. Water meters are installed on fire hydrants for sale of water for construction purposes on a temporary basis and shall be requested from the District's Representative. Backflow prevention assemblies are required to be installed by the contractor and tested by a certified backflow technician within forty-eight (48) hours of installation. Fees associated with fire hydrant meters are as follows:

Initial Setup Fees: Meter Deposit of \$2,500.00 and New Service Fee based on meter size requested.

Water Rates: Base Rate is charged according to meter size. Volume Rates are calculated at two times the residential rates.

6. Inspection Fees:

- a. Backflow Device Inspection Fees: Single Family Residential Connection, \$125.00; Non-single Family Residential Connection will be at Cost plus fifty percent (50%).
- b. New Construction or Remodeling Inspection Fees will be billed to the contractor or homeowner at the District's current cost and will include:
  - i. Sanitary Sewer Inspection
  - ii. Pre-Site Inspection
  - iii. Wall Inspection
  - iv. Fixture Inspection
  - v. Final Site Survey Inspection
  - vi. Backflow Prevention Inspection
  - vii. Grease Trap Inspection

7. TCEQ Regulatory Assessment Fee. The District is required to collect the assessment fee from customers and remit the amount collected to the Texas Commission on Environmental Quality ("TCEQ"), the regulatory authority of the District. The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable water. Because this fee is not tax, tax-exempt institutions also must pay the regulatory assessment. School districts and similar institutions are not considered to be state agencies and so are subject to the regulatory assessment.

Regulatory Assessment:

0.5% of water charges

0.5% of retail wastewater charges

8. Fire Flow Facilities. The District was established to provide municipal water supply and is not required to provide fire flow. Emergency Services District, the local fire authority, has adopted a fire code which requires all new developments to have fire protection and has established requirements for both firefighting water flow and duration. Should the District be required to provide additional facilities for this fire flow protection, the customer using these additional facilities will be required to pay their portion of the costs to provide such facilities.

IV. Additional Service Fees.

- A. Service Reconnect Fee. There are three different reconnection service fees depending on the customer's request. These fees will be charged to customers to re-establish water service if the water meter remains in ground and the disconnection was requested by the customer.
1. Standard Reconnect - \$100, Connection will be made within regular business hours.
  2. Same Day Reconnect - \$150, Connection will be the same day if called in early enough to be completed within regular business hours.
  3. After Hours Reconnect - \$350, Connection will be established after hours, weekends and holidays.

These fees do not apply in emergency leak situations.

- B. Fire Flow Test. A \$100.00 fee will be charged to customers who place a service call to the District for a fire flow test to be performed.
- C. Meter Calibrations. If a Customer requests a meter calibration and the calibration comes back inaccurate, the customer shall not be charged a fee. If a Customer requests a meter calibration and the result comes back accurate, the Customer shall be charged the District's actual costs of the meter calibration. For each additional meter calibration a Customer requests in a calendar year that shows the meter is reading accurately, the Customer shall be charged the District's actual costs plus an additional fee of \$300 per meter calibration.
- D. Pulling/Resetting Meters. The following charges will be assessed for pulling and resetting meters at the request of a customer:
- |                          |         |
|--------------------------|---------|
| <b>Pulling Meters:</b>   | \$75.00 |
| <b>Resetting Meters:</b> | \$75.00 |
- E. Water/Wastewater Sampling. There is currently no charge to customers for water or wastewater sampling performed by the District.
- F. Consumption Reports. Customers may request a consumption report for possible leaks. The District will allow one courtesy consumption report per account every three years. After that, a charge of \$50 per report will be charged to the customer's account.
- G. Returned Check Fee. In the event a check, draft or any other similar instrument is given by a person, firm, corporation or partnership to the District for payment of services provided for in this Order, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a returned check fee of \$30.00. After three occurrences of insufficient payments to the District within any one-year period, the account will no longer accept the returned method of payment (checks, draft, or similar instruments) for the following year. A letter will be sent to non-delinquent account customers, when a returned payment is received. If a returned payment is made toward a disconnection notice, the delinquent process will continue. If a returned payment is made toward a door tag notice, the customer will be disconnected immediately.
- H. Copies. The charges for obtaining copies of District records that are subject to inspection under Chapter 552 of the Texas Government Code are as follows:
- |                                     |  |
|-------------------------------------|--|
| <b>Standard-size paper copy:</b>    | \$0.10 per page  |
| <b>Color ink or paper copy:</b>     |  |
| Standard size -                     | \$0.20 per page  |
| Legal size -                        | \$0.50 per page  |
| 11"x17" -                           | \$0.50 per page  |
| <b>Personnel charge:</b>            | \$15.00 per hour   |
| <b>Miscellaneous supplies:</b>      | Actual cost, up to \$15.00   |
| <b>Postage and shipping charge:</b> | Actual cost, up to \$15.00   |
| <b>Overhead charges:</b>            | Per Texas Building and Procurement Commission regulations, overhead charges will be applied whenever labor charges are applicable to the document request and will be computed at 20% of the labor charge. |

1. The charge for providing a copy of public information shall be an amount that reasonably includes all costs related to reproducing the public information, including costs of materials, labor and overhead. If a request is for fifty (50) or fewer pages of paper records, the charge for providing the copy of the public information may not include costs of materials, labor or overhead but shall be limited to the charge for each page of the paper record that is photocopied, unless the pages to be photocopied are located in:
  - a. two or more separate buildings that are not physically connected with each other;  
or
  - b. a remote storage facility.
2. If the charge for providing a copy of public information includes costs of labor, the requestor may require the governmental body's officer for public information or the officer's agent to provide the requestor with a written statement as to the amount of time that was required to produce and provide the copy. The statement must be signed by the officer for public information or the officer's agent and the officer's or the agent's name must be typed or legibly printed below the signature. A charge may not be imposed for providing the written statement to the requestor.
3. For purposes of subsection (1) above, a connection of two buildings by a covered or open sidewalk, an elevated or underground passageway or a similar facility is insufficient to cause the buildings to be considered separate buildings.
4. Charges for providing a copy of public information are considered to accrue at the time the governmental body advises the requestor that the copy is available on payment of the applicable charges.
5. Except as otherwise provided by this subsection, all requests received in one calendar day from an individual may be treated as a single request for purposes of calculating costs under Chapter 552, Texas Government Code. A governmental body may not combine multiple requests under this subsection from separate individuals who submit requests on behalf of an organization.
6. Any other allowable charges will be in accordance with Title 1 Texas Administrative Code Chapter 70 as it may be revised from time to time. Such additional terms are incorporated by reference.

I. Maps. A \$0.50 fee will be charged to obtain an 11" x 17" copy of a District map.

V. Delinquent Accounts and Discontinuation of Service.

B. Delinquent Accounts. The District shall bill each customer monthly for all services rendered in the preceding month. All bills shall be due on the due date as specified on the bills and shall become delinquent if not paid as set forth on the bills.

C. Late Payment Fee. Once per billing period, a late payment fee of \$10.00 shall be applied to delinquent accounts. This late payment penalty shall be applied to any unpaid balance.



- D. Discontinuation of Service. If a bill remains delinquent for ten (10) days, water service shall be discontinued in accordance with this paragraph. Prior to termination, the customer shall be notified of the amount due by letter sent by United States Mail, First Class. A delinquent bill renders the entire account delinquent and the entire account must be paid in full prior to the normal due date in order to avoid interruption of service. The notice shall state the date upon which water service shall be terminated, which date shall be not less than seven (7) days from the date such notice is sent. Such notice shall state the total amount owed, the time and place at which the account may be paid and that any errors in the bill may be corrected by contacting the District's Representative, whose telephone number shall also be given in such notice. Provided, however, that in the event the customer contacts the District's Representative within such seven (7) day period, the District's Representative may, at its option, allow the customer to make arrangements to pay the delinquent amount in installments to be approved by the District's Representative. Prior to termination, the customer shall receive three (3) days' notice of such termination by the District's Representative placing the notice at the customer's service address. After termination of service, payment by the customer of delinquent amounts due and reconnection charges shall be payable only by credit card, money order or cashier's check. No personal checks will be accepted.
- E. Courtesy Adjustment. A one-time annual courtesy adjustment can be requested for late fees, returned check fee, or delinquency up to \$30.00. The Office Manager has the authority to make requested adjustments.

VI. Reconnection of Service after Discontinuation.

- A. Charge for Reconnection. If service to a customer is discontinued for non-payment of a delinquent bill or for any cause legally authorized (including discontinuation upon a customer's request), the customer will be assessed a \$100.00 reconnect fee, and such fee must be paid prior to reconnection.

There are four different reconnect service fees depending on the customer's request. These fees will be charged to customer to re-establish water service if the water meter remains in ground.

1. Standard Reconnect - \$100, Reconnection will be made within the next business day's regular business hours.
2. Same Day Reconnect - \$150, Reconnection will be the same day if called in early enough to be completed within regular business hours.
3. After-Hours Reconnect - \$350, Reconnection will be established after hours, weekends and holidays.
4. During a declared emergency by WCID - \$50, Reconnection will be established after declared weather emergency by WCID Board. Reconnection must be during regular business hours.

VII. Penalties/Fines.

- A. Amounts Owed to The District Resulting from Enforcement of District Rules. Fines, penalties, costs, expenses, reimbursements and any other charges imposed by the District pursuant to enforcement of the Rules shall be added to and included on the bills sent monthly to customers, and in accordance

with Texas Water Code Section 49.212, shall be subject to the treatment of delinquent accounts as hereinafter provided.

1. Cross Connections. Any connection made straight to a meter without a hose bib and vacuum breaker installed is assessed the following penalty:

**Direct Cross Connect Fine:** \$1,000.00

**Repeat Offense:** \$2,000.00

2. Equipment Damage Fee. If the District's facilities or equipment have been damaged by tampering, bypassing, installing unauthorized taps, damage caused by equipment or by hand without calling for locates, reconnecting service without authority or other service diversion, a fee shall be charged equal to actual costs for all labor, material and equipment necessary for repair, replacement or other corrective actions by the District. This fee shall be charged and paid before service is re-established. If the District's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment and other actions necessary to correct service diversion, unauthorized taps or reconnection of service without authority shall be charged. All components of the fee will be itemized, and a statement shall be provided to the customer. If the District's facilities or equipment have been damaged due to negligence or unauthorized use of the District's equipment, right-of-way or meter shut-off valve, or due to other acts for which the District incurs losses or damages, the customer shall be liable for all labor and material charges incurred as a result of said acts or negligence. Such charges will be added to the customer's monthly bill.

**Tampering with Fire Hydrant Fee:** \$4,000.00

**Tampering with Tank Site Fee:** \$10,000.00

3. Illegal Water System Connection Penalty. The following penalties will be assessed for an unauthorized connection to the water system that bypasses a meter ("Hot Tap"):

**Builders/Contractors:** 1<sup>st</sup> offense: \$2,000.00  
2<sup>nd</sup> offense: \$3,000.00  
3<sup>rd</sup> offense and beyond: \$4,000.00 (per offense) plus meter connect fee and costs to clean or replace meter.

**Residential Customers:** 1<sup>st</sup> offense: \$2,000.00  
Repeat offense: \$500.00 (per offense)

This penalty will apply if service was disconnected for non-payment and residential customer turns service back on without paying the District for past due amounts owed and reconnection fees.

2. Illegal Wastewater System Connection Penalty. A \$500.00 fine will be assessed for any unauthorized connection to the District's wastewater system.

3. Water Restriction Violations. A fee of up to \$2,000 per day, per occurrence is applied when the District has issued mandatory outdoor water restrictions. Water Restriction Violation Fines are imposed as follows:

- 1<sup>st</sup> offense: Warning issued.
- 2<sup>nd</sup> offense: \$200 fine added to the customer's monthly bill.
- 3<sup>rd</sup> offense: \$500 fine added to the customer's monthly bill.
- 4<sup>th</sup> offense: \$1,000 fine added to the customer's monthly bill.
- 5<sup>th</sup> offense and beyond: \$2,000 fine added to the customer's monthly bill.

Fines will be paid on the monthly bill assessed or service will be disconnected.

4. Exceedance of Wastewater Quality Limits. A \$250.00 fine will be assessed, plus actual fees as charged by the District and any of its wholesale service providers whose system is affected to restore the system to normal operation.
5. Sewer Cleanouts. A fine of up to \$100.00, plus actual costs for repairs and services to clear the line, will be assessed for broken cleanouts or impaired sewer plant function due to illegal introduction of foreign substances into the sewer collection system or failure to cap cleanouts where water or debris enter the wastewater system. Customers will be charged \$500.00 plus actual costs of repairs (time and materials) for repairs performed by a District's Representative to broken cleanouts with no other damage.
6. Other Violations of District Rules. A fine of \$5,000.00 maximum per occurrence may be assessed for other violations of the District's Rules.

#### VIII. Leak Billing Adjustments.

One time in any given three-year period, the District will allow a customer with a verifiable leak to pay a special rate of twenty-five percent (25%) of the current rate for the excess gallons used above the customer's normal billing history for that month. The District will also adjust the sewer charges at the same special rate as the excess water adjustment. It is at the sole discretion of the District to determine if the high-water usage was a leak covered under this rule or another event that caused the higher-than-normal water usage. Temporary Construction Memberships do not qualify for a leak adjustment. A leak adjustment request must be submitted to the District's Representative within thirty (30) days of the District's written notification of high-water usage, meaning the water bill received by the customer. This will be the only notification sent to the customer by the District. Customers requesting a greater adjustment than stated above must present the request in writing along with explanation for the request within the thirty (30) days written notification period. The request shall be reviewed by the Board of Directors at its next regular Board meeting. A majority approval by the Board is required before any additional adjustments will be made.

IX. Filing of Order.

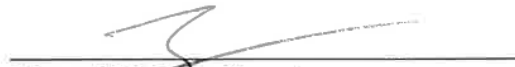
The Secretary of the Board is hereby directed to file a copy of this Order in the principal office of the District.

**PASSED AND APPROVED** this 30<sup>th</sup> day of January, 2025.



\_\_\_\_\_  
Steve Tabaska, President  
Travis County Water Control and  
Improvement District – Point Venture

ATTEST:



\_\_\_\_\_  
Manuel Macias, Secretary  
Travis County Water Control and  
Improvement District – Point Venture

[DISTRICT SEAL]

ATTACHMENT "A"  
**GRINDER PUMP SEWER SYSTEM AGREEMENT**

This Grinder Pump Sewer System Agreement (the "Agreement") is entered into by and between Travis County Water Control and Improvement District Point Venture (the "District") and \_\_\_\_\_ ("Customer") for sanitary sewer service to the property located at \_\_\_\_\_ ("Property").

**RECITALS**

WHEREAS, the District owns, operates and maintains a centralized sanitary sewer system from which Customer desires to obtain sewer service; and

WHEREAS, the District is responsible for protecting the public drinking water supply and environment from pollution that could result from the improper construction, maintenance or operation of an Alternative Collection System as defined in Title 30 Texas Administrative Code Section 217.2(6), which refers to a wastewater collection system that uses components such as grinder pumps, septic tanks, or vacuum valves installed throughout the system; and

WHEREAS, the elevation and/or slope of the Property in relation to the location of the District's sanitary sewer system requires installation of a pressure sewer system utilizing a grinder pump ("Grinder Pump") in order to transport Customer's sewage to the District's sanitary sewer system; and

WHEREAS, the District's sanitary sewer system is regulated by the rules and regulations of the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, the rules and regulations of the TCEQ require that the District only allow the use of a Grinder Pump by a Customer under terms and conditions set forth in a service agreement; and

WHEREAS, Customer desires to connect to the District's sanitary sewer system to receive sewer service from the District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the District and Customer agree as follows:

1. As a condition to initiation and continuation of sanitary sewer service to Customer by the District:
  - a. The District shall have the right to prior approval of the design of the Grinder Pump, including materials and equipment, prior to installation of a new Grinder Pump by Customer. It shall be the responsibility of the Customer to obtain from the District's representative the design requirements for the Grinder Pump for the Property. The design requirements shall be presented by the District's representative and shall be in accordance with the rules of the TCEQ identified in Title 30 Texas Administrative Code Chapter 217. The final design provided by the Customer shall be submitted to the District's representative at least five (5) business days in advance of desired installation.
  - b. The District shall ensure that all existing Alternative Collection System components and building laterals that will be incorporated into a new or altered Alternative Collection System must be cleaned, inspected, tested, maintained, altered, or replaced, as necessary, to the satisfaction of the District before connecting the Alternative Collection System component to the collection system. This includes an inspection of the installed Grinder Pump prior to initiation of service to the Property. Customer shall give the District at least two (2) business days' notice requesting an inspection. Customer agrees to correct any deficiencies.

- c. Customer shall own the Grinder Pump and shall be solely responsible for any and all damage and liability relating to or arising from the Grinder Pump. The Customer shall own all yard lines, service lines, and all other facilities and equipment located on the Customer's side of, and including, the backflow prevention device installed by Owner as part of the Grinder Pump installation. The District shall own all facilities and equipment located "downstream" of the backflow prevention device as part of the District's wastewater system.
  - d. The Customer shall be responsible for all maintenance of the Grinder Pump System, and all costs associated therewith. This includes all facilities and equipment located on the Customer's side of the backflow prevention device. If Customer utilizes a third-party contractor to make repairs to the Grinder Pump, the contractor must be a licensed plumber. The District shall be responsible for operation and maintenance of the District's wastewater system, which consists of all facilities located on the District's side of the backflow prevention device installed by Customer.
  - e. Customer agrees that the District and its representatives shall have access at all reasonable times to enter the Customer's property to inspect the Grinder Pump in the event the grinder system is believed to be overflowing or otherwise causing public health and safety issues or polluting the environment.
  - f. Customer agrees that the District and its representatives shall have the right to make emergency repairs and perform emergency maintenance on the Grinder Pump when required to protect the environment, public health and the integrity or operation of the Grinder Pump and the Alternative Collection System. The Customer will be responsible for all costs and expenses incurred by the District in connection with the emergency repairs and maintenance. Such costs may be added to Customer's monthly bill for water and wastewater services or may be separately invoiced.
  - g. The Customer shall be responsible for the electrical power costs of operating the Grinder Pump. If power service to the Grinder Pump is disrupted, Customer shall be responsible for taking measures to prevent the backup of wastewater on the Property.
  - h. The District shall have the right to collect, transport, and dispose of any residual material removed from the Customer's Grinder Pump.
2. The cost of any emergency repairs and maintenance performed by the District or its representatives shall be billed to Customer and shall reflect only those amounts incurred. Invoices for said repair and maintenance shall be provided to the Customer in a separate billing statement or included in the Customer's monthly water and sewer billing invoice.
  3. Customer agrees to pay all fees and charges set by the District as set forth in the District's Service Rules and Policies regarding design, installation, operations and maintenance of the Grinder Pump. Fee and charges may be amended from time to time as determined by the District.
  4. Any component of the sanitary sewer system owned by the District and located on Customer's Property must have an upstream isolation valve. Any Alternative Collection System component owned by Customer must have a service isolation valve located downstream on a service pipe connecting Customer's components to the District's sanitary sewer system. Customer must permit the District to access the service isolation valve at all times through an easement or other legal agreement between Customer and the District.
  5. Customer acknowledges and agrees that a failure of a Customer to pay all costs associated with the operation and maintenance of the Grinder Pump as set forth in the District's Service Rules and Policies or failure of Customer to allow the District and its representatives to enter Customer's property, as set

forth in Section 1(e) above, shall be grounds for the disconnection of water and wastewater service to the Property.

6. This Agreement shall be performable in Travis County, Texas, which county shall be the exclusive venue for any disputes arising under the Agreement.
7. Any amendments to this Agreement must be in writing and signed by both the District and the Customer.
8. This Agreement is not assignable by Customer. Upon termination of service to the Property, any new customer desiring to receive water and/or wastewater service from the District shall be required to execute their own service agreement.
9. To the extent that any additional terms are required for this Service Agreement to comply with Title 30 Texas Administrative Code Section 217.95, as it may be revised from time to time. Customer agrees that such additional terms are hereby incorporated into this Service Agreement by reference.
10. If any terms or provisions set forth in this Agreement shall be held invalid, then the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

The Agreement is subject to the terms of the District's Rate Order, as it may be amended from time to time.

ENTERED INTO this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DISTRICT:**  
TRAVIS COUNTY WATER CONTROL  
AND IMPROVEMENT DISTRICT  
POINT VENTURE

By: \_\_\_\_\_  
the District's Representative

**CUSTOMER:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_







