LAGUNA MADRE WATER DISTRICT

--- SERVICE POLICIES ---

GENERAL RULES AND REGULATIONS

BOARD OF DIRECTORS

SCOTT D FRIEDMAN – CHAIRMAN
DR. ADAM LALONDE – VICE CHAIRMAN
JASON STARKEY – SECRETARY
WILIAM DONAHUE– DIRECTOR
DAVE BOUGHTER– DIRECTOR

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CHAPTER 1 – TERMS AND CONDITION

1.1 GENERAL

In order that all customers may receive uniform, efficient and adequate utility service, all customers who have applied for or are receiving water and wastewater service from the Laguna Madre Water District (District) shall be subject to conditions herein.

1.1.1 CALL OUT/SERVICE ORDERS – For Service Request

Service calls requested by customers not related to Laguna Madre Water District infrastructure will be charged at $25.00 per call.

1.2 POLICY DEFINITIONS

The following definitions are given for establishing standard interpretations of the terms used in this policy. Except where specific definitions are used within a certain article or section of this policy for the purpose of such section, the following terms, phrases, words, and their derivations shall have the meaning given herein. Words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" be mandatory, and the word "may" be permissive.

1.2.1 **Abutting Property –** Any Property that is immediately adjacent to or contiguous with or that is located immediately across any road, public right-of-way or easements from the subject property.

1.2.2 **Additional Facilities or Structures –** Any additional construction of buildings or real property appurtenances at a specific location that would create or tend to create additional demand for water or wastewater service.

1.2.3 **Apartment** – One (1) or more buildings constructed on a single parcel of property where each building contains at least two (2) living units.

1.2.4 **Applicant –** The person, organization, or corporation who signs an application form requesting water or wastewater services be made available at a specific location and thereby agrees to pay for all such services at the location (also see Customer).

1.2.5 **Backflow Preventer –** A mechanical device operated by the reduced pressure principal that is installed in conjunction with a water meter to prevent a flow of water from the customer's side of the meter into the District's distribution system under conditions where water pressure on the customer's side of the meter exceeds the pressure in the District's distribution system. The installation and design of this device will be determined by the District.

1.2.6 **Base System –** The District's water transmission or distribution system and wastewater collection or force main system which is in existence at the time an application is made for

an extension of service.

1.2.7 **Biochemical Oxygen Demand (BOD) –** The amount of oxygen expressed in milligrams per liter necessary to satisfy the oxygen requirements of a sample of wastewater incubated for five (5) days at twenty degrees centigrade and tested in accordance with standard of testing in the latest edition of "Standard Methods" published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

1.2.8 **Building –** Any structure, either temporary or permanent, and used or built for the shelter or enclosure of persons, animals, vehicles, goods, merchandise, equipment, materials or property of any kind. This definition shall include but is not limited to tents, lunch wagons, dining cars, trailers, mobile homes, sheds, garages, carports, animal kennels, store rooms or vehicles serving in any way the function of a building as described herein.

1.2.9 **Cameron County –** A county in the State of Texas hereinafter called the "County".

1.2.10 **Capital Facilities Charge –** A charge designed to recover a portion of the capital costs for water transmission mains, wastewater interceptors and major force main, and water and wastewater treatment facilities. This charge is applicable for both the water and wastewater systems.

1.2.11 **Central Wastewater System –** The pipes, pumps, tanks, treatment plants, collection mains and other appurtenances either connected directly to or isolated from the Districts' base system which serve two or more lots or which serves any multiple family, commercial, industrial, institutional or other use where the total wastewater flow exceeds two thousand (2,000) gallons per day. All central wastewater systems shall meet the design and construction requirements of the District.

1.2.12 **Central Water System –** The water sources, pumps, treatment plants, distribution mains and other appurtenances either connected directly to or isolated from the Districts' base system which serve two or more lots or which serves any multiple family, commercial, industrial, institutional or other use where the total water usage exceeds three thousand (3,000) gallons per day. All central water systems shall meet the design and construction requirements of the District.

1.2.13 **Chemical Oxygen Demand (COD) –** The amount of oxygen expressed in milligrams per liter required for the chemical oxidation of organics in wastewater.

1.2.14 **Connection Charges –** A general term referring to the specific development charges that must be satisfied in order to receive water and/or wastewater service. Water connection charges include: extension, frontage, meter installations, capital facilities, impact, acreage, water rights, and tapping fees. Wastewater connection charges include: extension, frontage, capital facilities, impact, acreage, service installation, service inspection fees, lift station and tapping fees.

1.2.15 **Consumer –** The person or persons who actually receive and utilize water service at a specific location.

1.2.16 **Customer –** The person, organization, or corporation responsible for payment for all water and wastewater services used at a specific location and further defined as that person, organization or corporation who signed the application requesting that water and/or wastewater services be made available at the specific location and thereby agreeing to pay for all usage of such services occurring at said location (also see Applicant).

1.2.17 **Customer's Installation –** All service entrances weather heads, bus ducts, pipes, shut- off valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water or wastewater service. In general customer's installation are located on the customer's side of the "point" of "delivery" whether such installation is owned outright by the customer or is used by the customer under lease or otherwise.

1.2.18 **Deposit –** The amount of money placed with the District by each customer as security for payment of the water or wastewater bill.

1.2.19 **Detector Check Valve –** A device which detects leakage or unauthorized use of water.

1.2.20 **Developer –** Any person or legal entity engaged in developing or subdividing land to which utility services are to be rendered by the District. Where applicable, any individual or legal entity that applied for the extension of utility services in order to serve a certain property.

1.2.21 **Development –** A subdivision or any other parcel of land which consists of two or more lots. In addition, parcels of land greater than one acre for commercial projects or multiple family dwellings shall be considered as developments.

1.2.22 **Dwelling –** A house, mobile home, apartment or building used primarily for human habitation. The word dwelling shall not include hotels, motels, tourist courts or other accommodations for transients, sororities, rooming houses, business or industrial facilities.

(a) **Single Family –** A building containing not more than one living unit on one or more lots. Mobile homes not in approved mobile home parks are considered single- family dwellings.

(b) **Single Family Attached –** Single family dwelling units constructed in such a manner that the units share a common wall and lot line with another unit. Duplexes, triplexes and quadruplets shall be considered single family attached housing units.

(c) **Duplex –** A single building containing two living units constructed on one or more lots.

(d) **Triple –** A single building containing three living units constructed on one or more lots.

(e) **Quadruplet –** A single building containing four living units constructed on one or more lots.

(f) Multiple Family – A building in which two or more living units exist. Multiple family units shall be the same as duplexes, triplexes, quadruplets, apartments, condominiums, townhouses, and mobile homes in approved mobile home parks for the purpose of billing monthly service charges**.**

1.2.23 Engineering Estimate – A calculation of the construction cost of a project based on the District's best available current estimate of cost for material and labor plus overhead for engineering, contingency, general and administrative costs.

1.2.24 Equivalent Residential Connection (ERC) – The average amount of water or wastewater used by a single-family dwelling.

1.2.25 Excess Strength Wastewater – Wastewater containing constituents whose parameters are in excess of those specified for normal strength wastewater**.**

1.2.26 Extension – (Water and Wastewater) – A 6 inch or larger water or gravity wastewater line or a larger wastewater force main added to the base system for the purpose of furnishing additional water or wastewater to one (1) or more customers. All extensions shall be located within a public right-of-way or public utility easement.

1.2.27 Facility Service Area – The Facility Service Area is the total geographical area which a water or wastewater oversized facility or facilities ultimately is capable of servicing, and upon which an acreage charge is imposed. The facility service area shall include the facility service zone and such additional acreage as determined by the Board in accordance with this definition. The size of the facility area is determined by the Board based upon the ultimate capacity of the oversized facility or facilities, regardless of the need for additional oversized extensions.

1.2.28 Facility Service Zone – The facility service zone is an area of acreage determined by the Board to be directly served by water or wastewater oversized facility or facilities, and upon which an acreage charge is imposed. The area within the zone shall be as determined by the Board based upon geographical boundaries, extension capacity, and such other considerations as may be applicable, i.e., such as need, or lack of need, for additional oversized extensions. The District will advertise any proposed facility service zone in a local newspaper for public interest.

1.2.29 Force Main – A wastewater line which carries wastewater under pressure from a lift station.

1.2.30 Frontage – The actual width, normally expressed in feet, along an abutting public street right-of-way or easement, but without relation to the front, side or rear of any structure located on the property along which the water or wastewater line(s) is installed or to a lot or parcel of property**.**

1.2.31 Hotel – A building designed to provide accommodations for transients or persons for short time residence, with or without meals. A hotel shall have ten (10) or more sleeping rooms

including the customary accessory facilities. Sleeping rooms shall have no provisions for cooking.

1.2.32 **Identifiable Internal Water Service Line –** A waterline owned and installed by the customer on the customer's side of the point of delivery whose purpose is to provide water service to any additional or new facility or structure.

1.2.33 **Individual or Person –** The word "individual" or "person" includes any group of persons, firms, corporations, associations, organizations, or legal entities.

1.2.34 **Industrial Wastewater –** Solid or liquid wastes from manufacturing or processing plant or other industrial undertaking or wastes discharged from dwellings, restaurants, hotels, grocery stores, or other commercial establishments containing minerals, fats, acids, oils or suspended solids in amounts which exceeds those limits for normal strength wastewater.

1.2.35 **Industry –** Any activity involving the manufacturing or treatment of any commodity includes the assembly, packaging, canning, bottling, or processing of any item. To change any commodity in composition, form, size, shape, texture, or appearance is deemed to be an industrial process.

1.2.36 **Inspector or Inspection Authority –** A person or agency authorized to inspect and approve water and wastewater installations.

1.2.37 **Interceptor –** A large size gravity wastewater line for the transmission of wastewater which has been designed to receive wastewater from two (2) or more collecting wastewater lines.

1.2.38 **Laguna Madre Water District (LMWD) –** A Municipal Utility District called the "District".

1.2.39 **LMWD Board of Directors –** A Common term to identify the public utility that is owned by the District and operated by the five (5) elected member policy body known as the "Board".

1.2.40 **Lift Station –** A facility which receives wastewater from gravity wastewater collection line and/or other lift stations and pumps the wastewater under pressure through a force main to another location.

1.2.41 **Living Unit –** A room or rooms comprising the essential elements for a single housekeeping unit. Facilities for the preparation, storage and keeping of food for consumption within the premises shall cause a unit to be constructed as a living unit. Those facilities need not be in private from the living unit, but shall be conveniently accessible to the living area.

1.2.42 **Lot –** A part of a subdivision or any other parcel of land intended as a unit for building development or transfer of ownership or both. Parcels of land less than one acre for commercial projects or multiple family dwelling shall be considered lots.

1.2.43 **Lot line –** The property line, abutting the right-of-way line, or any line defining the exact location and boundary of the lot or property.

1.2.44 **Meter –** The measuring device owned and installed by the District on a service line for the purpose of accurately measuring water consumption by a customer.

1.2.45 **Mobile Home –** A detached residential dwelling designed for long term occupancy and intended to be transported after fabrication on streets and highways on its own wheels or on a flatbed or other trailer, and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy, except for minor and incidental unpacking and assembly operations, location on jacks or permanent foundation, connection to utilities and the like**.**

1.2.46 **Mobile Home Park (Approved) –** A parcel of property zoned under the provisions of the applicable City or Country zoning regulations whose allowed and recognized use is the business of renting spaces or lots upon which mobile homes are placed and occupied as single-family dwellings and shall include any associated and allowed laundry and recreational and common facilities incidental thereto.

1.2.47 **Motel –** The term "motel" shall include the term "motor hotel", "tourist court" or "transient accommodation" primarily for those persons traveling by automotive vehicles and consisting of two (2) or more units or buildings designed to provide sleeping accommodations and with customary accessory uses.

1.2.48 **Normal Strength Wastewater –** Wastewater with constituents which do not exceed the following limits:

CONSTITUENT	Maximum Concentration mg/ L
Total Solids	750
Volatile	525
Fixed	225
Total Suspended Solids	250
Volatile	175
Fixed	75
Total Dissolved Solids	550
Volatile	350
Fixed	200
BOD (5-day)	200
COD (3 ½)	300
Total Nitrogen	65
Organic	25
Free Ammonia	40
Nitrates (No)	0.075
Nitrates (No)	0.0300
Chlorides	300
Alkalinity	150
Fats	30

1.2.49 **Off-Site Facilities –** Water mains, wastewater lines, force mains, and/or lift stations, (i.e. private Lift Stations,) constructed to connect on-site facilities with the nearest point in the base system at which adequate capacity is available to meet the requirements of the new services.

1.2.50 **On-Site Facilities –** The water mains, services, meters, fire hydrants, wastewater lines, force mains and lift station installed within a residential, commercial, or industrial development. It includes those facilities in peripheral streets and easements constructed wholly or in part for use by that development.

1.2.51 **Oversized Facilities –** A facility such as a water main, a wastewater line, a lift station, a pump station, a treatment plant and related facilities thereto, designated in size and location by the District to exceed the capacity required to serve the immediate project. In the case of mains and lines, unless otherwise determined by the District, oversized facilities shall be only those facilities larger than the following:

a. mains – 8 inches
b. Gravity wastewater lines – 8 inches
c. Water Force mains – 6 inches

1.2.52 **Point of Delivery or Connection**

a. Water Service – The point where the District's water meter nipple is connected with the pipe of the customer and where water service to the customer begins.
b. Wastewater service – The point where the service lateral crosses the customer's property line.

1.2.53 **Rooming House –** A residential building used or intended to be used as a place where sleeping or housekeeping accommodations are furnished or provided for pay to transient or permanent guests or tenants in which less than ten (10) and more than three (3) rooms are used for the accommodation of such guests or tenants, but which does not maintain a public dining room or café in the same building, nor in any building in connection therewith.

1.2.54 **Rooming Unit –** A room or rooms used as a place where sleeping or housekeeping accommodations are provided for pay to transient or permanent guests.

1.2.55 **Subdivision –** A division of a lot, tract or parcel of land or water into two (2) or more lots plots, sites or other subdivisions of land or water for the purpose (whether immediate or future) of sale, rent, lease, building developments or other use, and which further includes the term "subdivide" meaning to divide land by conveyance or improvement into lots, blocks, parcels, tracts, or other portions.

1.2.56 **Sewer Cleanouts** - The sewer clean out is a pipe or pipes with a cap that provides access to the sewer line so that blockages can be removed.

1.2.57 **Trunk Main –** A water transmission main or wastewater gravity or pressure line designed to contain excess capacity to serve areas as opposed to serving individual customers or developments.

1.2.58 **URD –** Underground residential distribution system or facilities.

1.2.59 **Wastewater Line –** A pipe which carries wastewater and to which storm, surface and ground waters are not intentionally admitted.

1.2.60 **Wastewater Service Lateral –** A wastewater connection extending from the collecting wastewater line in the street to a customer's property line to/from the collecting wastewater line in an easement to the easement line.

1.2.61 **Wastewater System –** The entire wastewater utility system that serves the needs of the customer which includes facilities, collection lines, lift stations, force mains and all other related appurtenances incidental thereto**.**

1.2.62 **Water and Wastewater Service –** Shall include the readiness and ability on the part of the District to furnish water or wastewater service to the customer on demand. Thus, the maintenance of water pressure at the point of delivery or presence of a wastewater service lateral shall constitute the rendering of service, irrespective of whether the customer makes any use thereof.

1.2.63 **Water System –** The entire water utility system that serves the needs of the customer which includes treatment facilities, transmission, distribution, taps, meters, and all other related appurtenances incidental thereto.

1.3 NEW SERVICE

1.3.1 **Application for New Service –** It shall be unlawful for any person to use the District's water and wastewater facilities without first making written application to the District for service for a current water meter installation. Applications for new service will be accepted between 8:00 a.m. to 4:00 p.m. Applications received in the morning for services are processed in the afternoon upon payment of all fees applicable for such application. Application received after 12:00 p.m. shall be processed and service provided the following day upon payment of all fees applicable to such application. Such applications shall constitute an agreement by the customer with the District to abide by the rules, regulations, and policies of the District, as well as the Water Conservation Plan/Drought Contingency Plan.

1.3.2 **Ownership –** No person shall be by the payment of or causing any construction of facilities accepted by the District, acquire any interest or right in any of these facilities, or any portion thereof, other than the privilege to have their property connected thereto for water and wastewater service in accordance with these procedures and regulations.

1.3.3 **Continuity of Service –** The District shall use reasonable diligence to provide continuous service, and having used reasonable diligence will not be liable to the customer for failure or interruption of service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, shut downs for repairs or adjustments, interference by governmental agencies, failure of electric power, acts of God or other causes beyond its control.

1.3.4 **Indemnity to District –** The customer shall not hold the District responsible for any amount directly or indirectly connected with or growing out of the transmission and use of water or the utilization of the wastewater system by the customer at or on the customer's side of the point of delivery or connection.

1.3.5 **Protection of District's Property –** It shall be the customer's responsibility to properly protect the District's property on the customer's premises or easements and the customer will permit no one who is not an employee of the District to remove or tamper with the District's property without prior consent. When service lines, meters, or other equipment are damaged by contractors, construction companies, governmental agencies or others, such damage will be repaired by the District and the cost of repair charged to the party or parties causing the damage. In the event of any loss or damage to property of the District caused by or arising out of carelessness, neglect or misuse by the customer or by unauthorized parties, the cost of making good such loss or repairing such damage shall be paid by the customer.

1.3.6 **Location of District Facilities –** The District will provide the location of underground facilities upon request. Customers, contractors, developers or others will be held financially responsible for any damage to the District's facilities.

1.3.7 **Access to Premises –** The duly authorized agent of the District shall have access to the customer's premises for the purpose of installing, maintaining, inspecting or removing the District's property for purposes incidental to, performance under or termination of the

district's service to the customer, and in such performance shall not be liable for trespassing.

1.3.8 **Obstruction of Meters –** Customers and their agents (such as employees, contractors, etc.), are prohibited from placing any obstacles on or about water meters and other equipment which in any way obstructs free access to such facilities.

1.3.9 **Right-of-Way –** The customer shall grant or cause to be granted to the District without cost, all rights, easements, permits and privileges, which in the opinion of the District are necessary for rendering and maintaining service**.**

1.3.10 **Metering of Adjacent Properties** – The customer will not build or extend his water or wastewater lines across or under a street, alley, lane, court, avenue or other way in order to furnish service for adjacent property through one meter, even though such adjacent property is owned by the customer, unless written consent is obtained from the District. Consent may be given when such adjacent properties are operated as one integral unit, under the same name, for carrying on parts of the same business. If property is ever sold, then separate meters and taps must be paid and provided.

1.3.11 **Separately owned properties shall not be supplied with water through one meter.**

1.4 SERVICE POLICY FOR NEW SERVICE, WATER & SEWER RATES, TAP CONNECTION, METER DEPOSITS, CONNECTION FEES, AND EQUIPMENT FEE SCHEDULE

1.4.1 Tap Connection for New Service Requirements

- Application for New Water and Sewer Connections
- New Water/Sewer Tap Application Form
- Building Permit
- Customer Name or Business Name
- Mail Address / Physical Address
- Phone #
- Driver's License
- Last four (4) numbers of the Social Security # or EIN #
- Deposit (Depends on Size of Meter) Deposit Form (Sec 1.4.10, PG 25)
- Turn-On Fee
- Contract or Deed
- Service Inspection Certification Form TCEQ-20699
- Email

1.4.2 **Service Agreement**

1.4.3 Application for Tap connections and for Meter deposit

1.4.1 APPLICATION FOR NEW WATER AND SEWER TAP CONNECTIONS SINGLE FAMILY, TRAILER, COMMERCIAL & BOAT SLIP

Date of application: _____ Purpose of Building_____

Physical Address_____ Subdivision: _____

Lot _____ Block _____
(State property description, address & city)

Name of Applicant: _____ Phone No. _____

Mailing Address: _____

DOCUMENTS REQUIRED: (1) Building Permit or Plans (2) Plumbers Permit

STANDARD FEES	
DEPOSIT: One Time Fee	$ _____
TURN ON FEE	$ _____
INSPECTION FEE	$ _____
WATER TAP _____"	$_____
SEWER TAP _____"	$ _____
UPGRADE FEES	$ _____
GRAND TOTAL:	**$ _____**

****

**** 1. CUSTOMER OR CONTRACTOR MUST INSTALL A COMPLETE SEWER SYSTEM INCLUDING A CLEAN OUT AT THE PROPERTY LINE OR SEWER TAP WILL NOT BE INSTALLED. ****

**** 2. IRRIGATION TAP MUST HAVE THE CORRECT BACKFLOW ASSEMBLY.**

**** 3. CONSTRUCTION OF TEMPORARY WATER SPIGOT WITH HOSE BIB VACUUM BREAK IS TO BE INSTALLED AT A MINIMUM OF 10FT FROM THE WATER METER.**

**** 4. WHEN TWO (2) OR MORE METERS INSTALLED, THEY WILL BE LEFT *LOCKED*, LMWD WILL CONNECT AT PLUMBERS REQUEST. X_____**

****5. Sewer Service will be activated within 6 months or when tap is completed, whichever one comes first.**

NOTICE: TAP FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE. **IF ANY BORING / WATER LINE UPSIZING IS REQUIRED**, ANY ADDITIONAL COSTS WILL BE PAID BY THE CONTRACTOR OR OWNER. ANY ADDITIONAL COSTS AS STATED IN THE SERVICE POLICY, WILL ALSO BE CHARGED.

Above Estimate Received by: _____ Title: _____ Date: _____

WORK ORDER: WATER TAP # _____ IRR TAP #_____ SEWER TAP # _____

Receipt # _____ Application No.: _____

Checked By: _____ By: _____CSR

****

WATER SERVICE: _____ IS AVAILABLE - ____ IS NOT AVAILABLE – APPROVED BY: _____ DATE: _____

WASTEWATER SERVICE: ____ IS AVAILABLE - ____ IS NOT AVAILABLE – APPROVED BY: _____ DATE: _____

SERVICE INSPECTION CERTIFICATION

NAME OF PWS: LAGUNA MADRE WATER DISTRICT
PWS ID#: 0310005
LOCATION OF SERVICE: _____

NOTICE TO HOMEOWNERS AND PLUMBERS

LAGUNA MADRE WATER DISTRICT hereby notifies all plumbers and homeowners that all public water systems in the state of Texas must comply with the rules and regulations of the ***TEXAS COMMISSION ON ENVIRONMENTAL*** **QUALITY** concerning the construction and renovation of and addition and modifications to private water distribution facilities.

This utility has adopted **INTERNATIONAL PLUMBERS *CODE*** as the prevailing guide for plumbing facility construction and modification standards, particularly regarding the prohibition of the use of lead solder and fittings and the prohibition of cross-connections within the private water distribution facility. By the execution of this document, the homeowner and plumber do hereby certify that the private water distribution facilities connected to the aforementioned public water supply will meet, to the best of their knowledge.

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 commission regulations.
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 the 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 certified backflow prevention device tester. **X**_____
3. No connection exists which would allow the return of the water used for condensing, cooling or industrial processes back to the public water supply.
4. No pipe or pipe fitting which contains more than 8.0% lead exists in the private water distribution facilities installed on or after July 1, 1988.
5. No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

Water service shall not be provided or restored to your private water distribution facility until the above conditions are determined to be in compliance with ***TCEQ's*** rules and regulations. This document will be retained as a part of the utility's permanent files along with all water distribution facilities inspection documents. By execution hereof, we certify that the foregoing is true and correct and that we are legally responsible for the validity of the information we have provided. We also understand that the utility can inspect this private water distribution facility and we, the homeowner and plumber, shall be present to demonstrate compliance.

_____ _____

Signature of Homeowner or Contractor **Date**

_____ _____

Signature of Plumber ** **Date**

Plumber's Name and License Number (Please Print) _____

(Note to Utility: Attach this form to all plumbing inspection forms and records pertaining to this private water distribution facility.) **
No signature from plumber is required, unless a backflow prevention device is needed on the plumbing system.

1.4.2 SERVICE AGREEMENT

I. **PURPOSE -** The Laguna Madre Water District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Laguna Madre Water District will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

II. **RESTRICTIONS -** The following unacceptable practices are prohibited by State regulations.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention 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 than 8.0 percent 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 percent 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 this service agreement between the Laguna Madre Water District and _____.

A. The Water System will maintain a copy of this agreement as long as the customer and/or the premise are connected to the Water System.
B. The customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.
C. The Water System shall notify the customer in writing of any cross-connection or other potential hazard which has been identified during the initial inspection or the periodic inspection.
D. The customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his/her premises.
E. The customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. **ENFORCEMENT-** If the customer fails to comply with the terms of the Service Agreement; the Water System shall, at its option, 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.

CUSTOMER'S SIGNATURE: _____ **DATE**: _____

Texas Commission on Environmental Quality

Customer Service Inspection Certificate Form

TCEQ-20699

Name of PWS:	**LAGUNA MADRE WATER DISTRICT**	**Application #:_____**
PWS ID:	**030005**	**Date: _____**
Location of Service:		

Reason for Inspection:	
New construction	☐
Existing service where contaminant hazards are suspected	☐
Material improvement, correction or expansion of distribution facilities	☐

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

Compliance	Non-Compliance		
☐	☐	(1)	No direct or indirect 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 Commission regulations.
☐	☐	(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 principle backflow prevention assembly is properly installed.
☐	☐	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
☐	☐	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
☐	☐	(5)	Plumbing installed on or after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment.
☐	☐	(6)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead ☐	Copper ☐	PVC ☐	Other ☐
Solder:	Lead ☐	Lead Free ☐	Solvent Weld ☐	Other ☐
Remarks:				

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name (Print/Type):		License Number:	
Title of Inspector:		Date/Time of Insp:	

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j). **TCEQ-20699** (Rev. 11-01-17) Page 1 of 1

1.4.3

LAGUNA MADRE WATER DISTRICT
105 PORT ROAD, PORT ISABEL, TEXAS 78578
APPLICATION FOR TAP CONNECTIONS AND FOR METER DEPOSIT

APPLICANT_____LOT_____BLOCK_____ADDITION_____

ADDRESS_____CITY_____STATE_____ZIP_____

TELEPHONE_____SS No._____DRIVER'S LICENSE _____

The applicant agrees to comply with the Rates, Rules and Regulations of the Water District. Water is to be used for Payments are to be made at the District Office within 15 days from the date of the bill, and failure to receive bill will be no excuse for non-payment. The applicant will pay for all water passing from the District lines to said premises from (date) and for sewer services furnished to said premises, until such time the applicant notifies the District in writing, or signs a regular "cut-off" form to discontinue services, regardless of whether water is used or whether premises are occupied by the applicant. (Bills are never prorated.)

Under no circumstances will an order be taken verbally or by phone to discontinue service.
The District reserves the right, without notice to applicant, to discontinue service for any of the following reasons:

1. For supplying water to a neighbor's premise for any purpose, or for excessive waste of water in any manner.
2. For non-payment of any bill for this account or any other account of applicant with the District.

If the water is turned off for any of the above reasons there will be a $35.00 reconnection service charge if reconnection is done during business hours or a-$70.00 charge for reconnecting services for any damages that may result there from.
Applicants building on the Districts easement are responsible for all repairs. The applicant will keep with the District a deposit for the sum of_____DOLLARS ($_____) to secure payment of services furnished. The District hereby acknowledges that deposit will be returned without interest upon relinquishment of this receipt when service has been discontinued and entire balance on account has been paid in full. The deposit will not prevent service from being discontinued on account of non-payment. The applicant hereby accepts the above agreement.

Applicant further agrees to make an additional deposit if same is demanded by the District connection charge:

CONNECTION CHARGE:

Water_____Sewer_____Deposit_____Turn-On Fee_____Insp. Fee_____TOTAL_____

It is the responsibility of client to leave a valid forwarding mailing address upon discontinuing service. Deposits unclaimed or deposit checks not cashed within a six (6) month period of termination of service will be forfeited as per Board Policy adopted on July 13, 1983.

_____ _____

LMWD Representative Printed Name | Applicant's Printed Name

_____ _____

L.MWD Representative Signature | Applicant's Signature

_____ _____

Date | Date

1.4.4 LAGUNA MADRE WATER DISTRICT

HEREBY ADOPTS THE FOLLOWING POLICY REGARDING
SEPARATE WATER METER FOR FIRE PROTECTION

I. SEPARATE METER REQUEST

(A) The District may install new and separate water meter for fire protection purposes (water only) upon a District customer's request.

II. REVOCATION OF SEPARATE METER INSTALLATION

A separate meter once installed may be removed and a penalty fee to be calculated by the Finance Director and approved by the General Manager may be imposed if the District determines that, the separate meter is not being used for fire protection purposes only.

III. BILLING RATE

(A) The billing rate for fire protection services shall be as follows:

Minimum of $ 50.25 a month for up to 10,000 gallons, any amount over 10,001 will be charged at double the standard domestic meter rate.

Exception: (1) Fire;
Other Exceptions such as; Testing, Repairing, or Flushing – require that the District must be notified in writing prior to this exception.

(B) A $50.00 penalty fee will be assessed for failure to notify the District.

IV. TAP FEE

(A) The District shall charge a new tap fee and shall require a new deposit on separate meter installation.

V. Connection Fee

(A) The fee for initial connection per account shall be $35.00.

1.4.5 LAGUNA MADRE WATER DISTRICT
HEREBY ADOPTS THE FOLLOWING
POLICY REGARDING SEPARATE WATER
METER FOR IRRIGATION PURPOSES

I. SEPARATE METER REQUEST

(A) The District may install new and separate water meter for irrigation purposes only (water only) upon a District customer's request.

II. REVOCATION OF SEPARATE METER INSTALLATION

1. A separate meter once installed may be removed and a penalty fee to be calculated by the Finance Director and approved by the General Manager may be imposed if the District determines that, the separate meter is not being used for irrigation purposes only.

III. BILLING RATE

(A) Once a separate meter has been installed the District customer shall be billed on the remaining (old) meter at the rate of 100% of water and sewer usage instead of the previous billing format of 100% for water usage and 75% for sewer usage.

IV. TAP FEE

(B) The District shall charge a new tap fee and shall require a new deposit on a separate meter installation.

V. Connection Fee

(A) The fee for initial connection per account shall be $35.00

1.4.6 **WATER AND SEWER RATES**
November 2024

	CONSUMPTION	WATER RATES	* SEWER RATES
5/8" METERS			
Min Charges to	3,000	$ 16.23	$ 25.71
3,001	8,000	$ 3.28	$ 5.21
8,001	16,000	$ 5.16	$ 8.08
16,001	Above	$ 7.34	$ 11.45
1" METERS			
Min Charge to	3,000	$ 30.55	$ 41.69
3,001	16,000	$ 3.34	$ 5.21
16,001	30,000	$ 5.02	$ 7.83
30,001	Above	$ 7.03	$ 11.70
2" METERS			
Min Charge to	12,000	$ 147.09	$ 283.61
12,001	80,000	$ 3.48	$ 5.68
80,001	160,000	$ 5.23	$ 8.53
160,001	Above	$ 7.82	$ 11.79
4" METERS			
Min Charge to	40,000	$ 554.45	$ 650.60
40,001	400,000	$ 3.66	$ 5.90
400,001	800,000	$ 5.49	$ 8.84
800,001	Above	$ 7.54	$ 12.04
6" METERS			
Min Charges to	40,000	$ 1,038.34	$ 1,069.82
40,001	400,000	$ 3.44	$ 5.17
400,001	800,000	$ 5.17	$ 7.74
800,001	Above	$ 6.95	$ 10.31
8" & 10" METERS			
Min Charges to	50,000	$ 1,112.51	$ 1,711.70
40,001	500,000	$ 3.76	$ 5.59
400,001	1,000,000	$ 5.56	$ 8.45
800,001	Above	$ 7.54	$ 11.26

Raw Water Rates - Approved 9/10/2024
Charge per 1,000 gallons $1.24

1.4.7 3" FIRE HYDRANTS METER RATES

WATER RATES

Min Charge to	12,000	$ 294.19
12,001	80,000	$ 3.48
80,001	160,000	$ 5.23
160,001	Above	$ 7.82

2", 4", 6" & 10" FIRELINE METERS

Min Charges to 10,000
10,001 will be charged at double the rate on
Corresponding meter size (i.e. 2', 4", 6", 8", 10")

$ 50.25

Exceptions: (1) Fire (2) Testing (3) Repairing
District must be notified in writing concerning any exception.

RAW WATER METERS

Charge per 1000 gallons $ 1.20

EFFLUENT WATER METERS

2"	Per 1000 gallons	$ 0.02
10"		$ 0.48

1.4.8 WATER AND WASTEWATER CONNECTION FEES – EFFECTIVE SEPTEMBER 1, 2024

1.4.8	Water Connection Fees - Fes shall be effective September 1, 2024:				
	if done by	if done by	System	Total if done	Total if done
Mtr Size	Owner-Contractor/ New Subdivision	District	develop-ment Charge	Owner-Contractor/ New Subdivision	District
5/8"	$ 490.00	$ 980.00	$ 170.00	$ 660.00	$ 1,150.00
1"	$ 540.00	$ 1,080.00	$ 380.00	$ 920.00	$ 1,460.00
2"	$ 1,241.25	$ 2,482.50	$ 885.00	$ 2,126.25	$ 3,367.50
4"	$ 3,475.00	$ 6,770.00	$ 2,600.00	$ 6,075.00	$ 9,370.00
6"	$ 3,858.00	$ 7,716.00	$ 3,750.00	$ 7,608.00	$ 11,466.00
8"	$ 8,115.50	$ 16,231.50	$ 6,685.00	$ 14,800.50	$ 22,916.50
10"	$ 10,502.50	$ 21,005.00	$ 6,163.50	$ 16,666.00	$ 27,168.50
Wastewater Connection Fees - The following fees shall be effective September 1, 2024:					
4"	$ 425.00	$ 850.00	$ 170.00	$ 595.00	$ 1,020.00
6"	$ 500.00	$ 1,000.00	$ 400.00	$ 900.00	$ 1,400.00
8"	$ 575.00	$ 1,150.00	$ 460.00	$ 1,035.00	$ 1,610.00
10"	$ 650.00	$ 1,300.00	$ 520.00	$ 1,170.00	$ 1,820.00
12"	$ 725.00	$ 1,450.00	$ 580.00	$ 1,305.00	$ 2,030.00
6"	$ 3,858.00	$ 7,716.00	$ 3,750.00	$ 7,608.00	$ 11,466.00
8"	$ 8,115.50	$ 16,231.00	$ 7,951.00	$ 16,066.50	$ 24,182.50
10"	$ 10,502.50	$ 21,005.00	$ 10,338.50	$ 20,841.00	$ 31,343.50
All fees are suject to change without notice. If any boring is required					
any additional costs will be paid by the contractor or owner. Any					
additioanl costs as stated in the Service Policy wll also be charged					

LONG ISLAND VILLAGE CONNECTION FEES FOLLOW:

Long Island Village Defined Area Off-Site Connection Fees: On May 7, 2022, a majority of the qualified voters of the Long Island Village Defined Area voted For Proposition A, which included construction of a wastewater collection system with available capacity for sewer service to areas of Long Island not located within the defined area. Actual construction costs and flow projections result in an ADDITIONAL WASTEWATER CONNECTION FEE of $2,750 per **Equivalent Residential Connection (ERC)** for locations within LMWD service area that result in wastewater flow passing through the Long Island Village Defined Area as shown in Attachment D. **ERC is an average wastewater return flow of 150 gallons per day (i.e. an RV Space)** for this ADDITIONAL WASTEWATER CONNECTION FEE, and it will remain in effect until the Laguna Madre Water District – Long Island Village Defined Area Unlimited Tax Bonds, Taxable Series 2023 stated maturity of March 1, 2053. Additional fee is not applicable for dwellings located within the defined area. The District anticipates phased development where future phases may be added to an existing meter(s). The District will impose this Additional Wastewater Connection Fee if actual dwellings exceed the number of planned dwellings provided at the time of requesting a **New** Connection.

SEE ATTACHMENT D – METES & BOUNDS DESCRIPTION OF LONG ISLAND VILLAGE DEFINED AREA

1.4.9 Refund of Deposit

(A) The District shall refund the deposit if the customer has paid their bill(s) for Water and Sewer services for (18) eighteen consecutive residential billings or (36) thirty-six consecutive commercial or industrial billings with no delinquent record.

(B) A customer, business or industrial who had previously been refunded their deposit subsequently becomes a delinquent account holder, the General Manager shall request the said account holder again put up a deposit, which will be subject to (A) above, in amount required at the time.

(C) Failure of the account holder to make a deposit at the request of the General Manager as required in subsection (B) above, will make that account holder subject to disconnection of services.

(D) Delinquent account holder for purposes of the deposit policy **only** is defined as a District Customer that has been penalized for late payment at least (2) two prior times.

1.4.10 The Deposit Amount Required

(A) The non-interest-bearing deposit amount equals to the average of three (3) month's billed

METER SIZE	WATER DEPOSIT	SEWER DEPOSIT	TOTAL DEPOSIT
5/8"	$ 65.00	$ 60.00	$ 125.00
1"	$ 160.00	$ 140.00	$ 300.00
2"	$ 720.00	$ 620.00	$ 1,340.00
3"	$ 1.365.00	(FIRE HYDRANT METER ONLY)	
4"	$ 1,855.00	$ 1,695.00	$ 3,500.00
6", 8", & 10"	$ 4,300.00	$ 3,600.00	$ 7,900.00

(B) The General Manager of the District shall increase deposit amount as deemed appropriate under certain circumstances when in his discretion the deposit amount is to cover past amount that is not sufficient to protect the District's interest.

(C) The deposit amount calculated at the average of three (3) months bills shall be recomputed from time to time by the Finance Director and approved by the General Manager of the District whenever it is deemed necessary.

(D) The deposit is hereby waived for a governmental entity seeking temporary water and/ or sewer service. A turn on fee of $ 35.00 will be assessed to a governmental entity for each request for temporary water and/sewer service.

1.4.11 Disconnection

(A) If a District customer does not pay for water-sewer and becomes delinquent, the District shall promptly disconnect all services to said customer.

1.4.12 Reconnection ("Turn On")

(A) If a District customer desires to have water-sewer services reconnected, said customer must first make prompt payment of his or her delinquent bill plus reconnection penalty as follows:

$ 35.00	-	"Turn-on" fee 8:00 a.m. - 5:00 p.m.
$ 70.00		"Turn-on" fee 5:00 p.m. to 6:00 PM
		No Reconnection after 6:00

1.4.13 After-Hour Request for Reconnection

(A) If a District customer requests after hour reconnection, the District's night operator shall order reconnection. However, the District customer shall, no later than **10:00 a.m.** the following business day, pay the district his or her delinquent bill and pay any additional penalty fees as provided herein.

(B) In the event the District customer fails to make timely payment of his or her delinquent bill and any additional penalty as provided in subsection "A" above, then the District shall immediately disconnect said customer's service.

(C) If a District customer had been disconnected because of its failure to comply with subsection 1.4.7 "A" as noted above then said customer will be ineligible for reconnection after 6:00 PM on the same business day and further, upon reconnecting during regular business hours said customer must pay a reconnection fee of $ 70.00 (Seventy dollars).

1.4.14 Equipment Fee Schedule

FEE SCHEDULE BILLING PER HOUR

PROPOSED FEE SCHEDULE:	**FEE: (Minimum One (1) Hour)**
* BACK-HOE: $100.00 PER HR.	$100.00 PER HR.
** BOOM TRUCK:	$500.00 PER HR.
* DUMP TRUCK:	$100.00 PER HR.
* 4" & 6" PUMPS:	$75.00 PER HR.
** VACUUM TRUCK:	1,000.00PER HR.
** JET TRUCK:	$750.00PER HR.
** MINI VACUUM TRUCK:	$300.00 PER HR.
* SMALL UNITS:	$35.00PER HR
* FORK LIFT:	$ 50.00 PER HR.
* VIDEO CAMERA FOR SEWER LINE:	$200.00PER HR.

$30.00 ADMINISTRATIVE PROCESSING FEE ON ALL INVOICES.

***INCLUDES OPERATOR**

****** INCLUDES (2) PERSONNEL**

**** VACUUM TRUCK:** To be used only on emergency cases. At the time of Schedule LMWD will provide customer with a list of commercial Vac Truck Services.

LMWD EQUIPMENT IS NOT FOR COMMERCIAL RENTAL

CHAPTER 2 – GENERAL SERVICE POLICIES

2.1 GENERAL – WATER AND WASTEWATER POLICIES

2.1.1 Maintenance and Liability – The District shall make a reasonable effort to inspect and keep its facilities in good repair, but assumes no liability for any damage caused by the water or wastewater system that is beyond the control of normal maintenance or that is due to situations not previously reported to the Water Distribution or the Wastewater Collection Departments. These situations shall include but not be limited to damages due to breaking of a pipe, poor quality of water caused by unauthorized or illegal entry of foreign material into the water system, or other incidental reasons.

The District shall not be responsible for the repair and maintenance of house connections to water or wastewater service laterals nor for privately owned lift stations, force main and wastewater lines. The District shall be responsible only for the repair and maintenance of all public water and wastewater lines, lift stations, and force mains in the District's system up to the construction point and shall make a diligent effort to inspect and keep those facilities in good repair.

2.1.2 Non-Guarantee of Water Pressure – The District does not guarantee an uninterrupted supply of water nor does it guarantee continual water at any pressure. The District reserves the right to shut off the water at any time for the purpose of making repairs, extensions, or for other purposes incidental to a public water supply. In doing so, the District shall not be responsible for any damage caused by low pressure or which results from the act of a consumer leaving a faucet open.
The District shall in no case be liable or responsible to any persons whatsoever in case of fire or damage that may result from alleged insufficiency of such fire protection, either from want or pressure or volume, accessibility, or from any other cause. The District reserves the right to shut off any water service where a building has been burned or razed in order to insure the protection of the water system.

2.1.3 System Specifications - The District reserves the right to specify the size, type, materials, and design of all lines as well as taps, meters, laterals, lift station, and any other incidental components being added to the water distribution or wastewater collection system

The District further reserves the right to remove, test, seal or interfere with any said components for such causes that are detrimental to the water or wastewater systems or deemed necessary by the District.

2.1.4 Limitations of Use – Water or wastewater service purchased from the District shall be used by the customer only for the purpose specified in the application for service, and the customer shall not sell or otherwise dispose of such service to other parties without the authorization by formal agreement with the District.

2.1.5 **Inspection of Customer's Installation –** All Customer's installation of or changes to piping, equipment and devices in connection with water or wastewater services shall undergo inspection by LMWD's personnel to ensure compliance with TCEQ and LMWD standards. In the event such installations or changes fail inspection water or wastewater service shall not be provided until the installation and/or changes pass inspection. An inspection fee of $75.00 will be assessed.

2.1.6 **Type and Maintenance of Equipment –** The customer's water or wastewater lines and equipment shall be selected, installed, used and maintained in accordance with all policies herein, as well as all laws and governmental regulations applicable thereto. The customer expressly agrees to abstain from utilizing any appliance or device which may adversely affect the service, and the District reserves the right to withhold or to discontinue service whenever any such adverse apparatus is used or any deviation of this policy is maintained.

2.1.7 **Change of Customer's Installation –** No alterations or increases in the customer's installation, which will materially affect the proper operation of lines, mains, or stations of the District shall be made without the written consent of the District. The customer will be liable for any damage resulting from violations of this policy.

2.1.8 **Connections to Water System** – No person shall tap or make unauthorized connections to the District's water system. This includes the opening or closing the meter service valves, turning on hydrants, or causing of any water not legally paid for, to flow from the system. The following penalties shall apply to any person and/or entity found to be in violation of this policy:

(1) First Violation:

(a) Party will be charged for water misappropriated. In this regard, the District reserves the right to estimate the amount of water misappropriated, if necessary; and

(b) Party will be assessed a $300.00 penalty; and

(c) Party will be charged the regular tap fee as required by the District's policy.

(2) Second Violation:

(a) Party's violation will be referred to prosecuting authorities for handling. As part of any disposition of a criminal complaint against an offending party, the District will require;

(i) Restitution for amount of water misappropriated; and
(ii) $600.00 penalty; and
(iii) Assessment for regular tap fee as per District's property.

2.1.9 **Connections to Wastewater System –** No unauthorized person shall tamper with, work on, uncover, make connection with, or in any way alter or damage any part of the District's wastewater system. Furthermore, no unauthorized person shall cause storm

water, ground water, or any other unauthorized water or material to enter the wastewater system, including waste from septic tank trucks. This includes the tapping of downspouts or air conditioning condensate lines into the wastewater system, raising of manhole lids to allow for drainage, the dumping of garbage, refuse or other wastes in manholes, the draining of swimming pools into the wastewater collection lines or not legally paid for as wastewater, to enter the wastewater system. The following penalties shall apply to any person and/or entity found to be in violation of this policy:

(1) First Violation:

(a) Party will be charged for water misappropriated. In this regard, the District reserves the right to estimate the amount of water misappropriated, if necessary: and

(b) Party will be assessed a $300.00 penalty: and

(c) Party will be charged the regular tap fee as required by the District's policy.

(2) Second Violation:

(a) Party's violation will be referred to prosecuting authorities for handling. As part of any disposition of a criminal complaint against an offending party, the District will require:

(i) Restitution for amount of water misappropriated; and
(ii) $600.00 penalty; and
(iii) Assessment for regular tap fee as per District policy.

2.1.10 **Interconnection to Private Water System –** No person shall interconnect a privately-owned water system to the District's water system without proper written permission of the District.

2.1.11 **Interconnection of Individually Metered Services** – No person shall interconnect two (2) or more individually metered water services within private or public property without prior approval of the General Manager or his designee.

2.1.12 **Modifications to the System –** In the event that existing waterlines, fire hydrants, gravity wastewater lines, manholes, force mains, lift stations, etc., are in conflict with any proposed development, or adequately meet the requirements of the proposed development, the developer or contractor is to advise of the conflict, in writing and request system modifications or improvements. The developer or contractor shall pay all costs to the District for labor, material, equipment, overhead, and all other related charges associated with said modifications or improvements.

2.1.13 **Wastewater Lateral Maintenance** – The customer shall be responsible for keeping the wastewater lateral free of all obstruction from his premises to the main

wastewater collection line within a public right-of-way or easement. The customer shall be responsible for removing any obstruction (stoppages) that occur within the wastewater lateral. The District will be responsible for keeping all main wastewater collection lines within a public right-of-way or easement free of obstruction.

2.1.14 **Limitations of Payment –** All connection charges paid to the District for service to a particular location are subject to increase when new rates have been established by the District subsequent to the payment of such charges and where no requests to the payment of such charges and where no requests to begin construction has been made within three (3) months of the payment of the connection charges or where the District is unable to begin construction due to an inadequately prepared site.

2.1.15 **Miscellaneous Charges –** Miscellaneous charges shall be made for any work done by the District beyond normal maintenance or extensions. This work, which will include such items as moving connection, moving meters, relocating manholes, or any other work done at the property owner's request for the benefit of the property owner, shall be charged for at direct cost plus overhead. Payment in full for the estimated cost will be required prior to doing this type of work with appropriate refund, if any, when the work is completed.

2.1.16 **Bill Adjustments**

(a) No allowance or adjustment to the water bill will be made for leaks of any nature, to include filling-up a pool, occurring on the customer's point of delivery.
A one (1) time exception for wastewater adjustment based on the current month's bill per year is allowed for water leaks occurring upon request by the customer when a water leak is reported. The customer must provide proof of occurrence and proof of repair. The adjustment can be made by the Customer Service Manager and approved by the Finance Director.

(b) In the event any water meter fails to register due to damage or malfunction, the customer shall be billed for water and wastewater service on the basis of previous water consumption for comparable months.

(c) Notification to the District of any malfunction of a meter break in service line of whatever nature must be made within 30 days of the occurrence. No allowance shall be made exceeding one month's service. If relief is given on wastewater charges it shall not exceed the normal charges.

2.1.17 **Temporary Water Service**

a.) At the option of the District, temporary water service may be rendered by installing a meter on an existing fire hydrant. Service may be rendered in this manner upon written application.

b.) Customer/Contractor must request Fire Hydrant permit from the city or town within the Laguna Madre Water District (LMWD) service area.

c.) Customer/Contractor must comply with backflow protection requirements for all water hauling equipment and or potable water tanks as listed in Attachment A. Questions regarding backflow requirements should be referred to (956) 943-2626 EXT 320.

d.) Water Service will be available within the next business day after proper notification has been made to the city /town of a meter being installed at their respective Fire Hydrant.

e.) A deposit of $1,350.00 and a $35.00 turn on fee is required at the time of the application for the use of the meter. The deposit will be refunded upon the return of meter and bill paid in full. Water used through such a temporary meter shall be paid for at the prevailing general water service rate. This type of temporary connection shall be allowed for a maximum period of 60 days at a specific location or as arranged with the District.

f.) If a fire hydrant backflow assembly is required LMWD can provide one at a usage fee of $100.00 and will require a $500.00 deposit.

g.) Customer/Contractor cannot use any other meter except LMWD meter and has to contact LMWD customer service office to use meter in another location or when disconnecting for discontinuation of service.

h.) The deposit and water usage fee for the city, county, and/or state for community events may be waived at the discretion of the General Manager with prior written consent.

CHAPTER 3 – WATER SERVICE POLICY

3.1 CLASSES OF WATER SERVICE AVAILABILITY

3.1.1 **General Water Service** – This service covers the normal use of water in faucets, sinks, baths, urinals, toilets, water heaters, boilers, air conditioners, refrigerators, and other similar fixtures or apparatus in residences, apartments, motels, stores, offices and industrial buildings.

3.1.2 **Temporary Water Service** – This service is available for a 60-day period of time upon application only, for construction work, circuses, fairs exhibitions, displays, lunch carts, camps and other temporary facilities or needs. (Reference. to 2.1.17)

3.2 WATER DISTRIBUTION SYSTEM CRITERIA

3.2.1 **System Service Area** – The District will extend, under policies contained herein, its water distribution system for the purposes of providing water service to areas that are inside the District limits.

3.2.2 **Extension Policy**

A. Single Family – Existing

1. The entire cost of the off-site water main extension to a single-family unit shall be paid by the customer or developer.

2. The cost of any oversize, as determined by the District Engineer, shall be paid by the District.

3. The customer or developer will be responsible for the full cost of borings or trestle pipe crossings, if such are required in extending the water line.

4. The District's General Manager shall have the right to determine whether the off-site water main extension is (a) designed and constructed by the District, or (b) designed by the customer's or developer's independent engineer, subject to having the design approved by the District, and constructed by the customer's or developer's independent contractor, subject to having the work of the contractor inspected and approved by the District.

5. If the District's General Manager elects to have the District design and construct the off-site water main extension, the customer or developer shall pay this cost to District at such time as payment is requested by the District.

6. The customer or developer shall pay all applicable meter and connection charges.

B. Multifamily – Apartments, Multifamily Dwellings and Motels

1. The entire cost of the off-site water main extension (including oversizing, but subject to the oversizing policy as stated in Chapter 5) to apartments, multifamily dwellings, and motel units shall be paid by the developer.

2. The oversizing of any water main shall be approved by the District Engineer.

3. The customer or developer will be responsible for the full of borings or trestle pipe crossings, if such are required in extending the water line.

4. The District's General Manager shall have the right to determine whether the off-site water main extension is (a) designed and constructed by the District~~,~~ or (b) designed by the developer's independent engineer, subject to having the design approved by the District, and constructed by the developer or developer's independent insured and bonded contractor, subject to having the work of the contractor inspected and approved by the District.

5. If the District's General Manager elects to have the District design and construct the off-site water main extension, the developer shall pay this cost to the District at such time as payment is requested by the District.

6. All borings and crossings must be constructed or installed prior to street construction. The Developer may install meters in lieu of the tap fee (water).

7. The developer shall pay all applicable meter and connection charges.

C. Single Family Subdivisions

1. All mains inside the subdivision are the responsibility of the

Developer.

2. The entire cost of the off-site water main extension (including oversizing, but subject to the oversizing policy as stated in chapter 5) to the subdivision shall be paid by the developer.

3. The oversizing of any water main shall be determined by the District Engineer.

4. The customer or developer will be responsible for the full cost of borings or trestle pipe crossings, if such are required in extending the water line.

5. The District's General Manager shall have the right to determine whether the off-site water main extension is (a) designed and constructed by the District, or (b) designed by the developer's independent engineer, subject to having the design approved by the District, and constructed by the developer's independent contractor, subject to having the work of the contractor inspected and approved by the District.

6. If the District's General Manager elects to have the District design and construct the off-site water main extension, the developer shall pay the cost to the District such time as payment is requested by the District.

7. All borings and crossings must be constructed or installed prior to street construction. The developer may install meters in lieu of the tap fee (water).

8. The developer shall pay all applicable meter and connection charges.

D. Industrial and Commercial Customers or Developers

1. The entire cost of the off-site water main extension (including oversizing, but subject to the oversizing policy as stated in chapter 5) to industrial and commercial customers or developers shall be paid by the customer or developer.

2. The oversizing of any water main shall be determined by the District Engineer.

3. The customer or developer will be responsible for the full cost of borings or trestle pipe crossings, if such are required in extending the water line.

4. The District's General Manager shall have the right to determine whether the off-site water main extension is (a) designed and constructed by the District, or (b) designed by the customer's or developer's independent engineer, subject to having the design approved by the District, and constructed by the customer's or developer's independent insured and bonded contractor, subject to having the work of the contractor inspected and approved by the District.

5. If the District's General Manager elects to have the District design and construct the off-site water main extension, the customer or developer shall pay this cost to the District at such time as payment is requested by the District.

6. All borings and crossings must be constructed or installed prior to street construction. The developer may install meters in lieu of the tap fee (water).

7. The developer shall pay all applicable meter and connection charges.

3.3 WATER METER CRITERIA

3.3.1 **Water Meter Sizing** – The customer or customer's developer's independent contractor shall have the responsibility to specify the correct water meter size for the facility. At no time will the District be responsible for the sizing of water meters.

3.3.2 **Water Meter Location** – Water meters 2" and smaller in size, will be located approximately three (3) feet to either side of a common lot line, on the public right-of- way or easement line or as otherwise approved by the Laguna Madre Water District. Water meters 2" and larger in size and meter vaults shall be located in a non-traffic area within private property in the near vicinity of the public right-of-way. Such location shall be agreeable to the applicant and the Water District.

Meter vaults 2" and larger in size will be constructed and maintained by the customer, in the event the meter vault is not maintained or requires repairs the District will notify the customer.

If a meter and vault are in a traffic area both will be provided and maintained by the customer, vault will be required to be traffic rated.

Landscaping will be restricted to maintain access to meter. In the event landscaping obstructs access to the meter it will be removed without being restored.

3.3.3 **Meter Installation Time Limit** – The District shall install a two (2) inch or small water meter within ten to thirty (10 – 30) working days after payment of the water meter installation fee and all required documentation. The Customer shall be notified when some unforeseen delay is encountered that will prohibit the meter installation within the required specified days.

3.3.4 **Changing Meter Sizes**

A. **Increase in Size –** A customer desiring a water meter larger than the size of the meter in service, shall pay to the District the material and installation charges of the larger meter.

B. **Reduction in Size –** A customer desiring a meter smaller than the size of the meter in service, shall pay the costs of the new meter and labor.

3.3.5 **Individual or Master Meters** – A single water meter will normally be provided for residential buildings, apartments, approved mobile home parks, professional or commercial buildings, located on property abutting a

public right-of-way or easement. Owners of multiple-family complexes, approved mobile home parks, and professional or commercial buildings or complexes have the option of installing a master meter or individually metering each multiple family dwelling unit, mobile home lot, building, office, store or group of buildings.

3.3.6 **Testing Water Meter** – Upon Customer's written request, the District will test the customer's water meter. In the event the water meter so tested is found to be within the accuracy limits set out below, the customer will be responsible for payment of an inspection fee of $35.00 for 5/8" --1" size meter and $60.00 for a 2" and above size meter. In the event the tested meter is found to be outside the accuracy limits set out below, no testing fee shall be assessed and the customer shall be entitled to a bill adjustment upon request. In no event will a bill adjustment be made for a period to exceed three (3) months. The applicable accuracy limits for testing are the following:

ACCURACY LIMITS IN PERCENT

	Maximum	**Intermediate**	**Minimum Flow Rate**	
Meter Type	Flow Rate	Flow		
Rate		New	Repaired Single	
Set	98.5 – 101.5	98.5 – 101.5	95-101.5	90-
101.5				
Displacement				
Fire Flow*	97 – 103	97 – 103	95-102	90-
103				

** The minimum required accuracy for compound meters at any rate within the "changeover range of flow shall be 90 percent for compound meter and 85 percent for fire flow meters.

3.4 CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION PROGRAM

3.4.1 CROSS CONNECTION CONTROL - GENERAL

A. PURPOSE

1. The purpose of this policy is to provide guidelines for the implementation of federal, state, and local regulatory requirements promulgated for the purpose of protecting the water supply of the Laguna Madre Water District (LMWD) from contamination by isolating within its customer's internal distribution system any contaminants which could backflow into the public water system. Furthermore, the program establishes guidelines for the maintenance of a continuing program of cross connection control and backflow prevention. Failure, refusal, or inability on the part of the customer to comply shall constitute grounds for refusing or discontinuing water service.

2. Promote the elimination or control of existing cross connections, actual or potential, between the consumer's water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems.

3. Provide for the maintenance of a continuing Program of Cross Connection Control, which will systematically and effectively prevent the contamination or pollution of all potable water systems.

B. RESPONSIBILITY. The LMWD shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of the LMWD, an approved backflow prevention assembly is required (at the consumer's water service connection; or within the consumer's private water system) for the safety of the water system, the Laguna Madre Water District or its designated agent shall give notice in writing to said consumer to install such an approved backflow prevention assembly(s) at the specific location(s) on his premises. The consumer shall immediately install and test an approved backflow prevention assembly(s) (tested every year thereafter) by Certified Tester registered to LMWD at the consumer's own expense. Failure, refusal, or inability on the part of the consumer to install, annually test, and maintain said assembly(s) shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.

3.4.2 DEFINITIONS

A. Laguna Madre Water District Backflow Prevention Inspector. He or she is responsible for the implementation of the Backflow & Cross-Connection Program of the Texas Commission on Environmental Quality (TCEQ) and is invested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this policy.

B. Approved

1. The term "approved" as herein used in reference to a water supply shall mean a water supply that has been approved by the health agency having jurisdiction.

2. The term "approved" as herein used in reference to an air gap, a double check valve assembly, a reduced pressure principal backflow prevention assembly or other backflow prevention assemblies or methods shall mean an approval by the administrative authority having jurisdiction.

C. Auxiliary Water Supply. Any water supply on or available to the premises other than the LMWD's approved public water supply will be considered as an auxiliary water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or used waters or industrial fluids. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

D. Backflow. The term "backflow" shall mean the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable supply of water from any source or sources. See terms Backpressure (3.4.2.E) and Back-siphonage (3.4.2.F).

E. Backpressure. The term "backpressure" shall mean any elevation of pressure in the downstream piping system (by pump, elevation of piping, or steam and/or air pressure) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow.

F. Back-siphonage. The term "back-siphonage" shall mean a form of backflow due to a reduction in system pressure which causes a sub-atmospheric pressure to exist at a site in the water system.

G. Backflow Preventer. An assembly or means designed to prevent backflow.

1. **Air Gap (AG).** The term "air gap" shall mean a complete physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An "approved air gap" shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel – in no case less than 1 inch (2.54 cm).

2. **Atmospheric Vacuum Breaker (AVB)**. An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an Atmospheric Vacuum Breaker Back-siphonage Prevention Assembly. An AVB is a non-testable device.

3. **Reduced-Pressure Principal Backflow Prevention Assembly (RPBA).** The term "reduced pressure principal backflow prevention assembly" shall mean an assembly containing two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure

differential relief valve located between the check valves and at the same time below the first check valve. The unit shall include properly located resilient seated test cocks and tightly closing resilient seated shutoff valves at each end of the assembly. This assembly is designed to protect against a non--health (i.e., pollutant) or a health hazard (i.e., contaminant). This assembly shall not be used for backflow protection of sewage or reclaimed water.

4. **Double Check Valve Backflow Prevention Assembly (DCVA).** The term "double check valve backflow prevention assembly" shall mean an assembly composed of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test conks. This assembly shall only be used to protect against a non-health hazard (i.e., pollutant).

5. **Pressure Vacuum Breaker (PVB).** The term "pressure vacuum breaker" shall mean an assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with properly located resilient seated Test cocks and tightly closing resilient seated shutoff valves attached at each end of the assembly. This assembly is designed to protect against a non-health hazard (i.e., pollutant) or a health hazard (i.e., contaminant) under a back-siphonage condition only.

H. Contamination. The term "contamination" shall mean an impairment of the quality of the water which creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, and waste.

I. Cross-Connection. The term "cross connection" shall mean any unprotected actual or potential connection or structural arrangement between a public or a consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel, or change-over devices and other temporary or permanent devices through which or because of which backflow can or may occur are considered to be cross-connections,

1. The term "direct cross-connection" shall mean a cross-connection which is subject to both back-siphonage and backpressure.
2. The term "indirect cross-connection" shall mean a cross-connection which is subject to back-siphonage only.

J. Cross-Connections Controlled. A connection between a potable water system and a non-potable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

K. Cross-Connection Control by Containment. The term "service protection" shall mean the

appropriate type or method of backflow protection at the service connection, commensurate with the degree of hazard of the consumer's potable water system.

L. Hazard, Degree of. The term "degree of hazard" shall mean either a pollution (non-health) or contamination (health) hazard and is derived from the evaluation of conditions within a system.

1. **Hazard-Health.** The term "health hazard" shall mean an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer's potable water system that would be a danger to health.

2. **Hazard-Plumbing.** The term "plumbing hazard" shall mean an internal or plumbing type cross-connection in a consumer's potable water system that may be either a pollution or a contamination type hazard. This includes but is not limited to cross-connections to toilets, sinks, lavatories, wash trays, and lawn sprinkling systems. Plumbing type cross-connections can be located in many types of structures including homes, apartment houses, hotels, and commercial or industrial establishments. Such a connection, if permitted to exist, must be properly protected by an appropriate type of backflow prevention assembly.

3. **Hazard-Pollution.** The term "pollution hazard" shall mean an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system but which would not constitute a health or system hazard, as defined. The maximum degree or intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.

4. **Hazard-System.** The term "system hazard" shall mean an actual or potential threat of severe danger to the physical properties of the public or the consumer's potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.

M. Industrial Fluids. The term "industrial fluids" shall mean any fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration which would constitute a health, system, pollution or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated used waters; all types of process waters and "used waters" originating from the public potable water system which may deteriorate in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulated cooling waters connected to an open cooling tower and/or cooling waters that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters, such as from wells, springs, steam, rivers, bays, harbors, seas, irrigation canals, or systems, etc.; oils, gases, glycerin, paraffin, caustic and acid solutions and other liquid and gaseous fluids used industrially, for other processes, or for firefighting purposes.

N. Pollution. The term "pollution" shall mean an impairment of the quality of the water to a degree which does not create a hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.

O. Water-Potable. The term "potable water" shall mean any public potable water supply which has been investigated and approved by the health agency. The system must be operating under a valid health permit. In determining what constitutes an approved water supply, the health agency has final judgment as to its safety and potability.

P. Water Non-potable. The term “non-potable water" shall mean a water supply which has not been approved for human consumption by the health agency having jurisdiction.

Q. Water Service Connection. The term "service connection" shall mean the terminal end of a service connection from the public potable water system, (i.e., where the water purveyor may lose jurisdiction and sanitary control of the water at its point of delivery to the customer's water system). If a water meter is installed at the end of the service .connection, then the service connection shall mean the downstream end of the water meter.

R. Water Used. The term "used water" shall mean any water supplied by a water purveyor from a public potable water system to a consumer's water system after it has passed through the service connection and is no longer under the control of the water purveyor.

3.4.3 REQUIREMENTS

A. WATER SYSTEM

1. The water system shall be considered as made up of two parts: The Water Purveyor's System and the Consumer's System.

2. Water Purveyor's System shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system under the complete control of the purveyor, up to the point where the consumer's system begins.

3. The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of the water to the distribution system.

4. The distribution system shall include the network of conduits used for the delivery of the water from the source to the consumer's system.

5. The consumer's system shall include those parts of the facilities beyond the termination of the water purveyor's distribution system which are utilized in conveying potable water to points of use.

B. POLICY

1. No water service connection to any premise shall be installed or maintained by the water purveyor unless the water supply is protected as required by Texas Commission on Environmental Quality (TCEQ) laws and regulations and the Cross Connections Control and Backflow Prevention Program. Service of water to any premise shall be discontinued by the water purveyor if a backflow prevention assembly required by Cross Connection Control and Backflow Prevention Program is not installed, tested, and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

2. The consumer's system should be open for inspection at all reasonable times to Authorized representatives of the Laguna Madre Water District to determine whether unprotected cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the Laguna Madre Water District shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with the Laguna Madre Water District statutes relating to plumbing and water supplies and the regulations adopted pursuant thereto.

3. An approved backflow prevention assembly shall also be installed on each service line to a consumer's water system at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line wherever the following conditions exist:

a. In the case of premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional source by the Laguna Madre Water District, the public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line commensurate with the degree of hazard.

b. In the case of premises on which any industrial fluids or any objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line commensurate with the degree of hazard. This shall include the handling of process waters and waters originating from the water purveyor's system which have been subject to deterioration in quality.

c. In the case of premises having: (1) internal cross-connections that cannot be permanently corrected or protected against or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line.

4. The type of protective assembly required under subsections 3. ... a., b., and c. shall depend upon the degree of hazard which exists as follows:

a. In the case of any premise where there is an auxiliary water supply as stated in subsection 3.4.3 - B.3.a. of this section (**REQUIREMENTS**) and it is not subject to any of the following rules, the public water system shall be protected by an approved air gap or an approved reduced pressure principal backflow prevention assembly (RPBA).
b. The Laguna Madre Water District approves the use of either RPBA or PVB for all irrigation systems. The use of DCVA for irrigation systems is prohibited.

    1) Irrigation systems with chemical additives are considered a health hazard and require RPBA.
    2) Irrigation systems without chemical additives are considered a non-health hazard and require a PVB. Where a greater hazard exists (due to toxicity or other potential health impact) additional area protection with RPBAs is required.

c. The Laguna Madre Water District will only approve the use of DCVA for tall buildings or elevation differences where the highest outlet is 80 feet or more above the meter.
d. Existing DCVAs that were installed below ground and in place prior to December 14, 2016, shall be rehabilitated at owner's expense to meet TCEQ Rule §344.50(e) as follows:

    1) Test cocks must be plugged, except when the double check valve is being tested;
    2) Test cocks must be threaded, water-tight, and made of non-ferrous material;
    3) A y-type strainer is installed on the inlet side of the double check valve;
    4) There must be a clearance between any fill material and the bottom of the double check valve to allow space for testing and repair;
    5) There must be space on the side of the double check valve to test and repair the double check valve; and
    6) Any existing DCVA for irrigation system that cannot meet these requirements shall be replaced by RPBA at Owners expense.

e. In the case of any premise where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved air gap or an approved reduced pressure principal backflow prevention assembly. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants.

f. In the case of any premise where there are unprotected cross-connections, either actual or potential, the public water system shall be protected by an approved air gap or an approved reduced pressure principal backflow prevention assembly at the service connection.

g. In the case of any premise where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross-connection survey, the

public water system shall be protected against backflow from the premises by either an approved air gap or an approved reduced-pressure principal backflow prevention assembly on each service to the premise.

5. Any backflow prevention assembly required herein shall be a make, model and size approved by the Laguna Madre Water District. The term "Approved Backflow Prevention Assembly" shall mean an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association entitled:

AWWA C510-07 Double Check Valve Backflow Prevention Assembly, or

AWWA C511-07 Reduced-Pressure Principal Backflow Prevention Assembly; and have met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USCFCCCHR) established in:

10th Edition Manual of Cross-Connection Control, Chapter 10 - Standards for Backflow Prevention Assemblies.

Said AWWA and USCFCCCHR standards and specifications have been adopted by the Laguna Madre Water District. Final approval shall be evidenced by a "Certificate of Compliance" for the said AWWA standards; or "Certificate of Approval" for the said USC FCCCHR Standards; issued by an approved testing laboratory.

The following testing laboratory has been qualified by the Laguna Madre Water District to test and approve backflow prevention assemblies:

Foundation for Cross-Connection Control and Hydraulic Research

University of Southern California

Research Annex 219

Los Angeles, California 90089-7700

Email: fccchr@usc.edu

Website: fccchr.usc.edu

Testing laboratories other than the laboratory listed above will be added to an approved list as they are qualified by the Laguna Madre Water District.

Backflow preventers which may be subjected to backpressure or back-siphonage that have been fully tested and have been granted a Certificate of Approval by said qualified laboratory and are listed on the laboratory's current list of approved backflow prevention assemblies may be used without further test or qualification.

5. It shall be the duty of the consumer at any premise where backflow prevention assemblies are installed to have a field test performed by a certified backflow prevention assembly tester upon installation and at least once per year. In those instances where the District's Backflow Prevention Inspector deems the head to be great enough, he may require field tests at more frequent intervals. Those tests shall be at the expense of the water user and shall be performed by Laguna Madre Water District personnel or by a certified tester approved by the Laguna Madre Water District. It shall be the duty of the District's Backflow Prevention Inspector to see that these tests are made in a timely manner. The consumer shall notify the District's Backflow Prevention Inspector in advance when the tests are to be undertaken so that an official representative may witness the field tests if so desired. These assemblies shall be repaired, overhauled, or replaced at the expense of the consumer whenever said assemblies are found to be defective. As of March 1, 2025 all existing and new Backflow Prevention Assembly Test Reports are required to be reported through the SC Tracking Solutions LLC (SCTS) tool at www.sctrackingsolutions.com. With Owner's written authorization, the District may perform field test and invoice the customer a reasonable amount to recover cost and expenses for testing and repair services as applicable.

Backflow Prevention Assembly Testers (BPATs), Plumbers, Builders, Fireline Contractors, Irrigators and Customer Service Inspectors fee upon completion of inspection: $15.00 per report plus tax.

7. All presently installed backflow prevention assemblies which do not meet the requirements of this section but were approved devices for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the testing and maintenance requirements under subsection B.6 of this section (**REQUIREMENTS**), be excluded from the requirements of these rules so long as the District's Backflow Prevention Inspector is assured that they will satisfactorily protect the water purveyor's system. Whenever the existing device is moved from the present location or requires more than minimum maintenance or when the District's Backflow Prevention Inspector finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting the requirements of this section.

8. The District's Backflow Prevention Inspector is authorized to make all necessary and reasonable rules and policies with respect to the enforcement of this policy. All such rules and policy, etc. for cities shall be consistent with the provisions of this policy.

3.4.4 COMPLIANCE

A. COMPLIANCE

1. A customer shall be in compliance when the customer at his/her own expense installs, operates, tests, and maintains approved backflow prevention assemblies as required in this Cross Connection Control and Backflow Prevention Program. The Laguna Madre Water District (LMWD or "District") will send a

notice 30 days before the customer's backflow assembly is due for testing. Notices will include a Catalog Number that has been issued to customer address. This number will be used by a registered BPAT Tester of customer's choosing to enter the testing results on the SCTS web-based tool.

B. DISTRICT PROCEDURES FOR NON-COMPLIANT CUSTOMERS

1. Customer receives notice of annual backflow inspection and is given 30 days to comply.

2. Customer receives second notice and is given an additional 15 days to comply.

3. Customer receives third and final notice; LMWD will not disconnect service at this time.

4. District will perform testing within 10 calendar days through a licensed sub-contractor. In the event that device fails, customer will be notified immediately and given an additional 15 days for compliance. Any repairs, maintenance, modification, device replacement or any additional services required would be the customer's responsibility.

5. Should customer not comply with repair order and recertification, service will be interrupted.

6. Standard disconnection practices will apply, including disconnection / reconnection fee. Fees for testing will be billed through the utility billing process. Fees will be determined by the bidding process.

7. In addition, an administrative fee of $25.00 will be added.

CHAPTER 4 – WASTEWATER SERVICE POLICY

4.1 CLASSES OF WASTEWATER SERVICE AVAILABLE

4.1.1 **Residential and Commercial Wastewater Service** – This service covers wastewater discharges from the use of water in faucets sinks, baths, toilets, urinals, and other similar fixtures or apparatus producing normal strength wastewater in residential and commercial establishments.

4.1.2 **Industrial Wastewater Service** – This service covers wastewater discharges that constitute a special problem either because of strength, quantity or nature of the wastewater.

4.1.3 **Septic Tanks and Other Wastewater Service** – This service covers the discharge into the wastewater treatment system of septic tank and portable toilet wastes. The district must authorize the time, place, and manner in which these wastes may be added to the LMWD Wastewater system.

4.1.4 "Application for Liquid Waste Transportation Permit." -- Any liquid waste transporter must obtain permission by filling out a liquid waste permit. (Attachment B)

And subsequently provide a Transporter Ticket for discharging waste into LMWD's wastewater system. If Transporter does not have a discharge ticket LMWD will provide a "Liquid Waste Trip Ticket" at a minimal cost. (See Attachment C)

4.2 DISCHARGES, PRE-TREATMENT AND DISCHARGE AUTHORITY

4.2.1 **Type of Wastewater Unacceptable** – The District reserves the right to require flow equalizing devices, grease, oil, or sand interceptors, or pre-treatment and to specify the degree of pre-treatment of any wastewater before it is emptied into the wastewater lines of the District. These devices shall not be necessary for normal domestic wastewater, but will be required for any waste that because of its toxic nature, high BOD or COD, high oil or fat content, septicity, bulk or any other factor, may be harmful to equipment, wastewater treatment processes, or may cause nuisance, odor or stoppage problems in the wastewater system. Under no conditions will the District consider accepting wastewater that is detrimental to the facilities, hazardous because of explosive liquid or gases, or which may cause stoppages. Any customer found allowing any of the above listed types of wastewaters to enter the system will be subject to paying all costs necessary to stop such flow and remove the objectionable item from the system, and repair it, if necessary, as well as pay all penalties as may be provided.

Specific Discharges

A. **Industrial Wastes** – Industrial wastes shall not be discharged into the wastewater system without written permission of the General Manager or his designee.

B. **Grease** – Wastewater containing large amounts of Fats, Oils, and Grease (FOG) shall not be discharged into the wastewater system unless an efficient grease trap is utilized and maintained. Wastewater from restaurants or places where a large amount of cooking is done shall be presumed to contain large amounts of grease and grease traps shall be required at all such locations.

When an owner or operator cleans grease traps, the only approved location for disposal of grease shall be a sanitary landfill. Grease traps shall only be cleaned by licensed septic tank cleaners except as noted above. The use of chemicals to dissolve the grease is not permitted in the wastewater collection system. The owner or operator shall have the grease traps cleaned at least every 30 days or more often if necessary. In the event grease accumulates in the wastewater collection lines the owner or operator will be billed for cleaning collection lines and for any other expenses incurred by the District.

C. **Oil and Gasoline** – Wastes containing oil and gasoline shall not be discharged into the wastewater system.

D. **Private Wells** – Where private wells are used, disposal into the wastewater system shall be done only by special agreement with the District.

E. **Storm Water, Air Conditioners and Similar Wastes** – No storm water drains, air conditioners, condenser water, swimming pool water, or other similar type wastes shall be discharged into the wastewater system except by special agreement with the District.

F. **Other Wastes** – No other specific wastes may be discharged into the wastewater system, except by written permission of the General Manager or his designee.

4.2.2 **Pre-Treatment** – In the event that industrial wastes that are discharged into the sanitary sewer come under the Federal Categorical Standards, the industry must provide adequate pre-treatment so as not to exceed the limits set forth by the Federal Government.

4.2.3 **Discharge Authority** – Permission for the discharge of industrial waste into the wastewater system shall be granted by the District only when tests by the District show that the industrial wastewater has a chemical oxygen and suspended solids at an acceptable level for treatment and where no injurious acids, alkalis, dissolved gases or excess strength parameters are contained in the wastewater which would be detrimental to the operation of any wastewater treatment plant.

4.2.4 Grease Control Requirements

A. **Applicability and Prohibitions**

1. Grease Control requirements shall apply to all non-domestic users of the District.
2. Grease traps or grease interceptors shall not be required for residential users.

3. Facilities generating fats, oils, or greases as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or interceptors as required in Section 4.2.4B of these Service Policies. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.
4. No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, nonbiodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the District's system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.

B. **Installation and Maintenance Requirements**

1. Installations
   - New Facilities. Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes or other applicable ordinances. Grease traps/interceptors shall be installed and inspected prior to issuance of a certificate of occupancy.
   - Existing Facilities. Existing grease traps/interceptors must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with Section 4.2.4 of the District's Service Policies, unless specified in writing and approved by the District.
   - All grease trap/interceptor waste shall be properly disposed of at a facility in accordance with federal, state, or local regulation.
2. Cleaning and Maintenance
   - Grease traps and grease interceptors shall be maintained in an efficient operating condition at all times.
   - Each grease trap pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 TEXAS ADMINISTRATIVE CODE §312.143.
3. Self-Cleaning
   - Grease trap self-cleaning operators must receive approval from the District annually prior to removing grease from their own grease trap(s) located inside a building, provided:
     a. the grease trap is no more than fifty (50) gallons in liquid/operating

capacity;

b. proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash);

c. the local solid waste authority allows such practices;

d. grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and

e. detailed records on these activities are maintained.

- Grease trap self-cleaning operators must submit a completed self-cleaning request to the District for approval. The written request shall include the following information:

  a. Business name and street address;

  b. Grease trap/interceptor operator name, title, and phone number;

  c. Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and

  d. Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.

- Self-cleaners must adhere to all the requirements; procedures and detailed record keeping outlines in their approved application, to ensure compliance with Grease Control Requirements. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:

  a. Date the grease trap/interceptor was serviced;

  b. Name of the person or company servicing the grease trap/interceptor;

  c. Waste disposal method used;

  d. Gallons of grease removed and disposed of;

  e. Waste oil added to grease trap/interceptor waste; and

  f. Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.

- Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.

4. Cleaning Schedules

- Grease traps and grease interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; to ensure the discharge is in compliance with local discharge limits; and to

ensure no visible grease is observed in discharge.

- Grease traps and grease interceptors subject to these standards shall be completely evacuated a minimum of every 30 days, or more frequently when:
    a. Twenty-five (25) percent or more of the wetted height of the grease trap of grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases; or
    b. The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the District; or
    c. If there is a history of non-compliance.
- Any person who owns or operates a grease trap/interceptor may submit to the District a request in writing for an exception to the (30) day pumping frequency of their grease trap/interceptor. The District may grant an extension for required cleaning frequency on a case-by-case basis when:
    a. The grease trap/interceptor owner/operator has demonstrated the specific trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge limits such as BOD, TSS, FOG, or other parameters as determined by the District, or
    b. Less than twenty-five (25) percent of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.
- In any event, a grease trap and grease interceptor shall be fully evacuated, cleaned, and inspected at least once every 180 days.

5. Manifest Requirements
    - Each pump-out of a grease trap or interceptor must be accompanied by a manifest to be used for record keeping purposes.
    - Persons who generate, collect and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
        a. name, address, telephone, and commission registration number of transporters;
        b. name, signature, address, and phone number of the person who generated the waste and the date collected;
        c. type and amount(s) of waste collected or transported;
        d. name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;

e. date and place where the waste was deposited;

f. identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;

g. name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received; and

h. the volume of the grease waste received; and

i. a consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.

- Manifests shall be divided into five parts and records shall be maintained as follows: (See attachment "C")

  a. One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.

  b. The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.

  c. One part of the manifest shall go to the receiving facility.

  d. One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.

  e. One copy of the manifest shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility.

  f. One part of the manifest shall go to the local authority.

- Copies of manifests returned to the waste generator shall be retained for five years and be readily available for review by the District.

6. Alternative Treatment

- A person commits an offense if the person introduces, or causes, permits, or suffers the introduction of any surfactant, solvent or emulsifier into a grease trap. Surfactants, solvents, and emulsifiers are materials which allow the grease to pass from the trap into the collection system, and include but are not limited to enzymes, soap, diesel, kerosene, terpene, and other solvents.

- It is an affirmative defense to an enforcement of Section 4.2.4C.6.i. that the use of surfactants or soaps is incidental to normal kitchen hygiene operations.

- Bioremediation media may be used with the District approval if the person has proved to the satisfaction of the District that laboratory testing which is appropriate for the type of grease trap to be used has verified that:

a. The media is a pure live bacterial product which is not inactivated by the use of domestic or commercial disinfectants and detergents, strong alkalis, acids, and/or water temperatures of 160F (71C).

b. The use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer.

c. The use of the bioremediation media does not cause foaming in the sanitary sewer.

d. The BOD, COD, and TSS discharged to the sanitary sewer after use of the media does not exceed the BOD, COD, and TSS which would be discharged if the product were not being used and the grease trap was being properly maintained. PH levels must be between 5 and 11.

- All testing designed to satisfy the criteria set forth in Section 4.2.4C.6.iii. shall be scientifically sound and statistically valid. All tests to determine oil and grease, TSS, BOD, COD ,pH, and other pollutant levels shall use appropriate tests which have been approved by the Environmental Protection Agency and the Texas commission on Environmental Quality and which are defined in the Title 40, Code of Federal Regulations, Part 136 or Title 30, TEXAS ADMINISTRATIVE CODE §319.11. Testing shall be open to inspection by the District, and shall meet the District's approval.

C. **Schedule of Penalties**

1. If the District determines that a generator is responsible for a blockage of a collection system line, the generator shall owe a civil penalty of $1,000 for the first violation, $1,500 for a second violation, and $2,000 for the third violation within a two-year period. Continuous violations shall result in an increase in penalty by $500 and may also result in termination of services.

2. Any person violating any of the provisions of the Grease Control Requirements shall be subject to a written warning for the first violation, a $1,000 civil penalty for the second violation, a $1,500 civil penalty for the third violation, and a $2,000 civil penalty for the fourth violation within a two-year period. Consistent violations will result in a $500 increase in civil penalty and may result in termination of service.

4.3 WASTEWATER COLLECTION SYSTEM CRITERIA

4.3.1 **Service Area** – The District will extend, under policies contained herein, its wastewater system for the purposes of providing wastewater service to areas inside the District's limits.

4.3.2 **Extension Policy -** A customer is required to connect if they are located within 500 feet of an existing manhole. If connection requires a private lift station, a waiver may be considered on a case-by-case basis as determined by the District Engineer.

A. Single Family

1. The entire cost of the off-site gravity sewer, lift station, and/or pressure (force) main extension to a single- family unit shall be paid by the customer or developer.
2. The cost of any oversize as determined by the District Engineer shall be paid by the District.
3. The customer or developer will be responsible for the full cost of off-site extensions (boring, etc.), if such are required in extending the wastewater collection system.
4. The District's General Manager shall have the right to determine whether the off-site sewer main extension is (a) designed and constructed by the District, or (b) designed by the customer's or developer's independent engineer, subject to having the design approved by the District, and constructed by the customer's or developer's independent contractor, subject to having the work of the contractor inspected and approved by the District.
5. If the District's General Manager elects to have the District design and construct the off-site sewer main extension, the customer or developer shall pay this cost to District at such time as payment is requested by the District.
6. The customer or developer shall pay all applicable sewer tap fees and connection charges.

B. Multifamily – Apartment, Multifamily Dwellings and Motels

1. The entire cost of the off-site sewer extension (including over sizing, but subject to the oversizing policy as stated in Chapter 5) to apartments, multifamily dwellings, and motel units shall be paid by the developer.
2. The over sizing of any sewer main shall be determined by the District Engineer.
3. The customer or developer will be responsible for the full cost of off-site extension (boring etc.), if such are required to extend the wastewater collection system.
4. The District's General Manager shall have the right to determine whether the

off-site sewer extension is (a) designed and constructed by the District, or (b) designed by customer's or developer's independent engineer, subject to having the design approved by the District, and constructed by the customer's or developer's independent contractor, subject to having the work of the contractor inspected and approved by the District.

5. If the District's General Manager elects to have the District design and construct the off-site sewer extension, the developer shall pay this cost to the District at such time as payment is requested by the District.
6. All lift stations and force mains shall be paid by the developer.
7. All borings and crossings laterals must be constructed or installed prior to street construction.
8. The developer shall pay all applicable connection charges.

C. Single Family Subdivisions

1. All mains inside the subdivision are the responsibility of the Developer.
2. The entire cost of the off-site gravity sewer, lift station, and/or pressure (force) main extension (including over sizing, but subject to the oversizing policy as stated in chapter 5) to the subdivision shall be paid by the developer.
3 The customer or developer shall be responsible for the full cost of off-site extension (borings, etc.,), if such are required in extending a gravity or pressure main.
4. The over sizing of any wastewater main shall be determined by the District Engineer.
5. The District's General Manager shall have the right to determine whether the off-site sewer main extension is (a) designed and constructed by the District, or (b) designed by the developer's independent engineer, subject to having the design approved by the District, and constructed by the developer's independent contractor, subject to having the work of the contractor inspected and approved by the District.
6. If the District's General Manager elects to have the District construct the off-site sewer main extension, the developer shall pay this cost to the District at such time as payment is requested by the District.
7. All lifts stations and force mains shall be paid by the developer.
8. All borings and crossings and sewer laterals must be constructed or installed prior to street construction.
9. The developer shall pay all applicable connection charges.

D. Industrial and Commercial Customers or Developers

1. The entire cost of the off-site sewer main extension (including oversizing, but subject to the oversizing policy as stated in chapter 5) to industrial and

commercial customers or developers shall be paid by the customer developer.

2. The over sizing of any sewer main shall be determined by the District Engineer.

3. The customer or developer will be responsible for the full cost of borings or trestle pipe crossings, if such are required in extending the sewerline.

4. The District's General Manager shall have the right to determine whether the off-site sewer main extension is (a) designed and constructed by the District, or (b) designed by the customer's or developer's independent engineer, subject to having the design approved by the District, and constructed by the customer's or developer's independent contractor, subject to having the work of the contractor inspected and approved by the District.

5. If the District's General Manager elects to have the District design and construct the off-site sewer main extension, the customer or developer shall pay this cost to the District at such time as payment is requested by the District.

6. All lift stations and force mains shall be paid by the developer.

7. All borings, crossings and sewer laterals must be constructed or installed prior to street construction.

8. The customer or developer shall pay all applicable connection charges.

CHAPTER 5 – OVERSIZING POLICY

5.1 OVERSIZING POLICY

If the District requires the customer or developer to oversize a pipe to accommodate development on hand other than the property then owned by the customer or developer and (ii) the District's Engineer estimates that the incremental cost of increasing the size of the pipe not installation of the larger pipe, is less than $15,000 (the amount of money that requires the District to solicit bids for proposed construction pursuant to Section 49.273 of the Texas Water Code), the District may choose to agree to reimburse the customer or developer an amount equal to the District Engineer's estimated incremental cost of increasing the size of the pipe, not to exceed $15,000, and such payment will be made at the time the District approves the installation of the pipeline and accepts title to the pipeline.

APPENDIX

ATTACHEMENT – A

BACKFLOW PREVENTION PORTABLE WATER TANKS

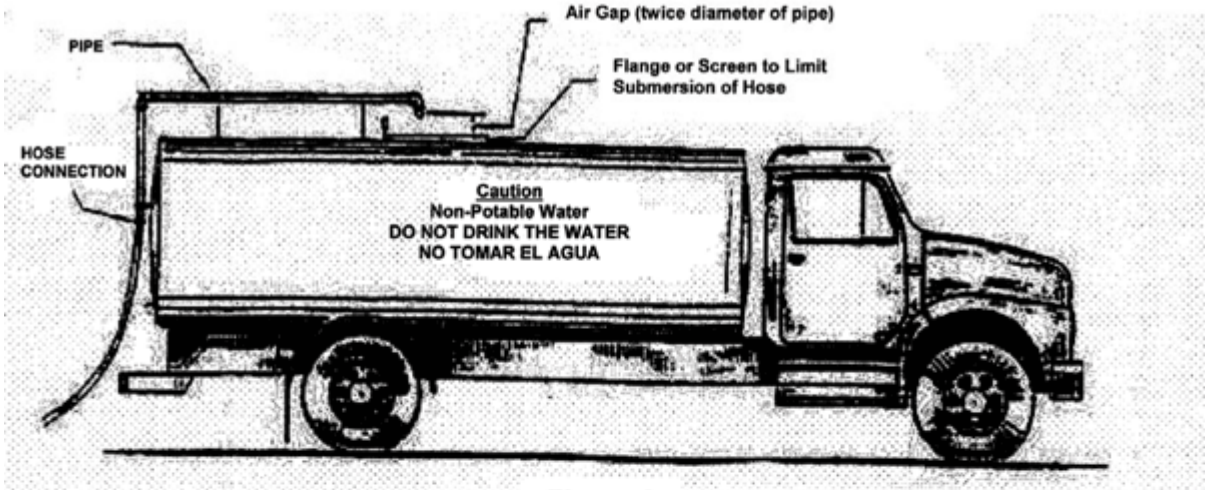


Figure A

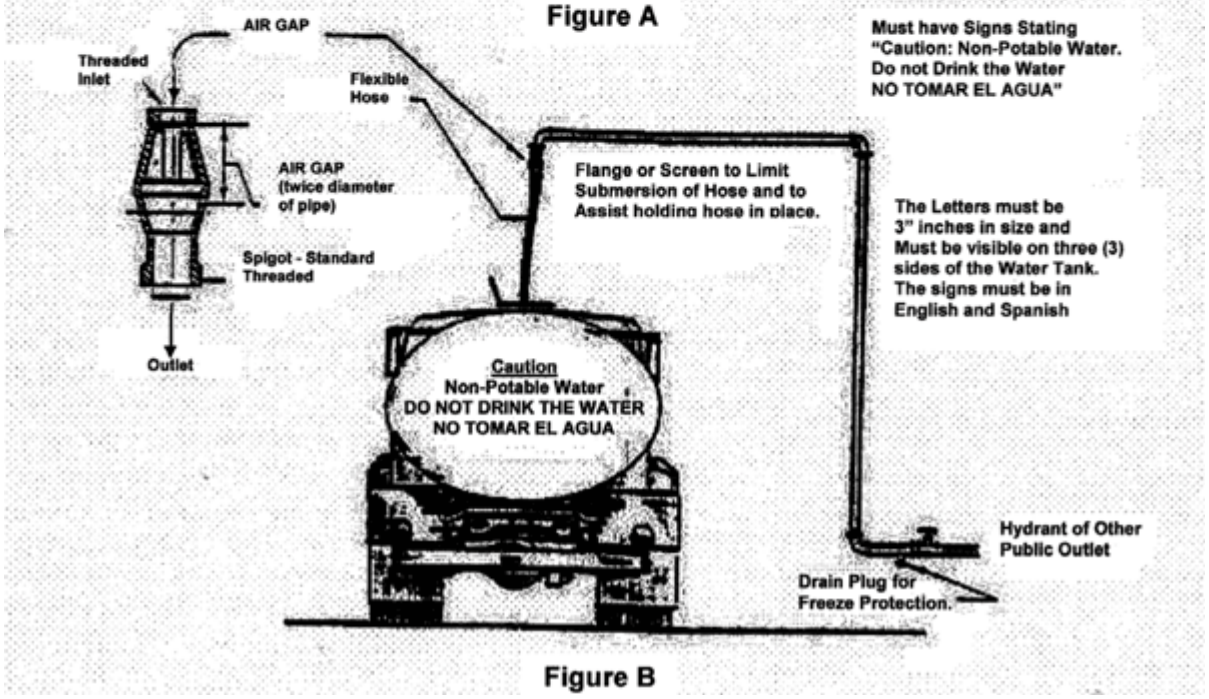


Figure B

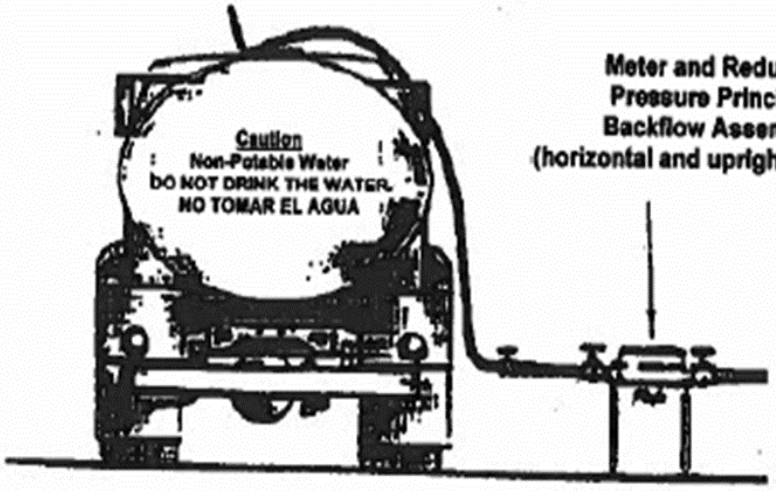


Figure C

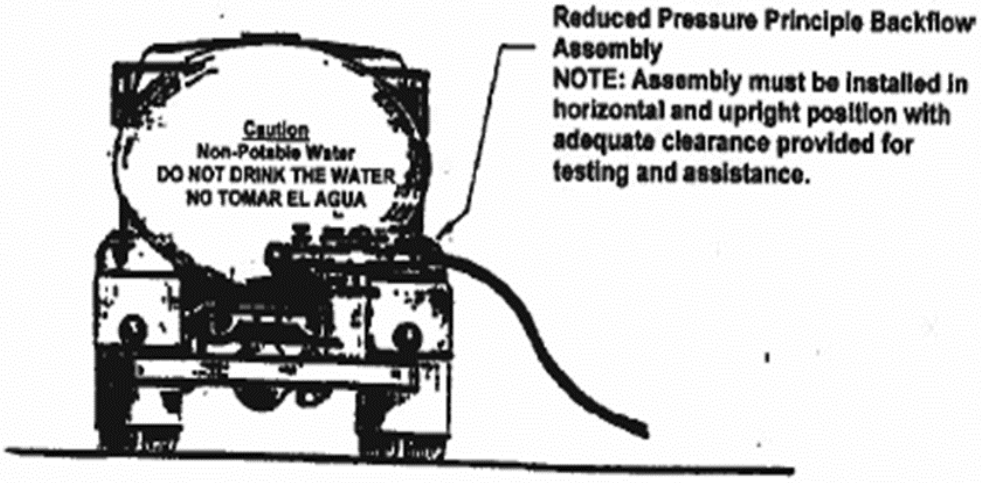


Figure D

Backflow Prevention Method-Reduced Pressure Principle Assembly

(ATTACHMENT B)

Laguna Madre Water District

Application for Liquid Wastewater Transportation Permit

1. Name of Business: _____
2. Location of Business: _____
3. City: _____ State: _____ Zip: _____
4. Mailing Address of Business: _____
5. City: _____ State: _____ Zip: _____
6. Name of Owner: _____
7. Manager of Operation: _____
8. Manager's Driver License # _____ State: _____
9. Business Telephone(s) _____
10. 24-hour Emergency Telephone: _____

    Email Address: _____
11. Indicate all types of liquid waste to be transported: ( ) chemical/portable toilet
    ( ) septic tank
    ( ) other _____
12. TCEQ # _____ Expiration Date: _____
13. Please provide a copy of your Texas Commission on Environmental Quality Registration. (TCEQ registration.)
14. Have a copy of approved wastewater dispose site TCEQ permit.

FEES4

~ For new Septic Transporters - Administration Fee $30.00
~ Septage charge - $0.18 per gallon / minimum of 500 gals per disposal greywater
$0.60 per gallon/minimum of 500 gals per disposal of any liquid with debris.
~ Vehicle Permit(s) 1st - $250.00; Each additional Vehicle - $250.00
~ Lab testing - $110.00 per test/discharge, quarterly testing for yearly permit
~ Off - Site liquids must pay Double the amount.

---

15. Within the five years preceding the date of this application, have you been convicted of a misdemeanor or felony that has been punishable by confinement and/or a fine exceeding $500.00 and which directly relates to the duty responsibility in operating a liquid waste transportation business?

16. Yes ( ) No ( )

Explain if yes: _____

_____

_____

17. **Designated Disposal sites:** Dispose sites can only be accessible by District personnel.
~ No disposing of any liquid waste on weekends, after business hours, and holidays.
~ Before disposal, transporter has to screen the liquid waste. (8 AM-4 PM)
~ Transporter must call prior of any disposal. (956-943-2626)

---

18. Complete the attached "Driver's License List" on page 3 and "List of Vehicles Permitted show all information requested for each driver and vehicle to be permitted.

19. Total number of vehicles to be permitted today:

20. You must provide **COPIES** of the following documents:

Proof of Insurance on all vehicles used by your company
Operation Manager's driver's license.
TCEQ Sludge Transporter Registration issued to your company for transportation of liquid waste.

Name of Business: _____

#	Permit Number	Vehicle Year	Make Model	Unit Number	Gallons	License Plate #	VIN

Driver License List

Name of Business: _____

(Please list all vehicle drivers' information below)

Drivers Name	License Number	State	Expiration Date

Disposal sites

Transporter can only dispose on approve sites.

21. **CERTIFICATION STATEMENT:** This application is to be signed by Owner of the business Officer of a corporation, or Action Agent for the business, after adequate completion of this and review by the person signing below, assuming all responsivities.

"I have viewed and accepted all information submitted in this application to be true, accurate complete. I consent to accept and to abide by all applicable policies and regulations of the District. I understand that falsification of any information submitted shall be cause for termination of the liquid waste transport permit. I acknowledge that this permit authorized the transport of only those liquid wastes listed in item 11 and

I understand that no hazardous or industrial waste is to be transported or mixed with liquid waste hauled under this permit. Any person willfully or negligently violating

this PERMIT conditions are subject to a fine of two thousand Dollars ($2000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

FURTHERMORE, THE DISTRICT MAY ISSUE NOTICE OF VIOLATION,

REVOKE THIS PERMIT, AND INITIATE LEGAL ACTIONS TO ENFORCE THE POLICIES AND PERMIT CONDITIONS.

the District may invoice the PERMITTEE for costs incurred for any cleaning, repairs, or replaced work caused by a violation or discharge, and in the event, PERMITTEE fails to make payment such invoice, the District may suspend Liquid Waste Transporter's permit "I understand that the permit is valid for (1) one year and must be renewed on and annual basis to maintain a valid permit."

_____ _____

Signature of Owner/Acting Agent Date

(ATTCHMENT C) **LAGUNA MADRE WATER DISTRICT**

105 Port Road Port Isabel, TX. 78578
(956)943-2626

LIQUID WASTE TRIP TICKET

Generator Information

Name: _____ Address: _____

City: _____ State _____ Zip code: _____

Phone No. _____

Indicate the waste type (must check one)

( ) Chemical toilet / Portable toilet ( ) Septic tank / Sewer holding tank

( ) Food Service Grease Interceptor(or Trap)

( ) Other - Specify source and Type of Waste _____

Gallons Removed _____ Date Removed: _____

I certify that the waste material removed from the above premises contains no hazardous materials.

Printed Name: _____ Signature: _____

Transporter Information

Business Name: _____

TCEQ Registration Number _____ Phone No. _____

Address: _____ State: _____ Zip code: _____

Gals Transported ___ Waste disposal site name: _____

Permit / Reg. # _____

I certify that the information provided above is correct, and that only the waste certified for removal by the generator is contained in the servicing vehicle. I am aware that falsification of this trip ticket may result in revocation of my waste transportation permit. Criminal prosecution, and/or civil penalties.

Drivers Name: _____ Signature _____

Please print

Date & time waste transported _____

Disposal Site

Business Name: _____

Disposal Facility Registration or Permit no. _____

Address: _____ Phone no. _____

I certify that I have been authorized by the Texas Commission of Environmental Quality to accept the above specified waste and that I have disposed of the waste in accordance with the requirements outlined in that authorization.

Site Operator Name _____

Signature _____ Date/time _____

Amount gals Received: _____

Original: Transporter Yellow: Generator Pink: Disposal Site Gold: LM

ATTACHMENT D

Randy C. Winston, P.E., President
Isaac Huacuja, EIT, CFM, Treasurer

SIGLER, WINSTON, GREENWOOD & ASSOC.
SWG ENGINEERING, LLC
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Jose G. Reyes, P.E., Associate, VP

January 26, 2022
Metes and Bounds for Voting

BEING 128.97 acres tract of land situated and part of that certain 230.59 acres tract out of patent 333, Cameron County, Texas as described in the instrument record in volume 119, pages 252-256, Cameron County miscellaneous deed records, and part of Phase I, Phase II, Recreation Area & Golf Course, Phase IIIA, Phase IIIB, Phase IIIC, Phase IV-A, Phase IV-B, and IV-C, Long Island Village Condominium, (formally known as Outdoor Resorts/ South Padre), Cameron County, Texas, according to Condominium Declaration records in Volume 7, Page 735, Condominium Records of Cameron County, Texas; Volume 14, Page 673-722; and Amendment Volume 22, Page 151, Volume 8, Pages 35-110 Condominium Records of Cameron County Texas; and in Volume 10392, Page 118 and Volume 10604, page 49, Official Records of Cameron County, Texas together with an undivided 1/2000th or greater interest in and to the common use elements in Phase I-IVB of said Declaration; to which Declaration references is herewith made for all purposes and as shown in plat file in Cabinet 1, Pages 619-B and 620-A Map records of Cameron County, Texas;
SAVE AND EXCEPT all oil, gas, and other minerals; SUBJECT TO the above referred to Declaration; oil, gas, and mineral lease of records, if any; as well as easements, regulations, and liens in favor of Long Island Utility District, Cameron County Fresh Water Supply District No. 1, Pt. Isabel, Independent School District, Cameron County, and the State of Texas.

BEGINNING at a point for the Northwest Corner of this tract of land and lying North right of way line of South Garcia Street, Being the Northwest corner of the 230.59 acre tract;

THENCE, an arc distance of 683.12 feet to a point of curvature to the left, with a radius of 1425 feet and a chord bearing and distance of South 51° 03' 23" East and 676.60 feet to said curve for the Northeast corner of the 230.59 acre tract and the Northeast corner of this tract of land;

THENCE, South 25° 47' 28" West, a distance of 50 feet for an exterior corner of this tract of land;

THENCE, an arc distance of 46.58 feet to a point of curvature to the right, with a radius of 30 feet and a chord bearing and distance of South 71° 17' 30" West and 42.04 feet for an exterior corner of this tract of land;

THENCE, South 28° 17' 14" West, a distance of 53.66 feet for an exterior corner of this tract of land;

THENCE, an arc distance of 119.99 feet to a point of curvature to the right, with a radius of 275 feet and a chord bearing and distance of South 40° 47' 17" West and 119.04 feet for an exterior corner of this tract of land;

THENCE, South 53° 17' 14" West, a distance of 95.46 feet for an exterior corner of this tract of land;

THENCE, South 53° 28' 01" West, a distance of 356.88 feet for an exterior corner of this tract of land;

THENCE, an arc distance of 47.12 feet to a point of curvature to the left, with a radius of 30 feet and a chord bearing and distance of South 7° 36' 28"West and 42.43 feet for an exterior corner of this tract of land;

THENCE, South 37° 23' 34"East, a distance of 55 feet for an exterior corner of this tract of land;

THENCE, an arc distance of 116.17 feet to a point of curvature to the right, with a radius of 230 feet and a chord bearing and distance of South 22° 55' 23" East and 114.94 feet for an exterior corner of this tract of land;

THENCE, South 8° 27' 08" East, a distance of 1260.01 feet for a corner of this tract of land;

THENCE, South 81° 32' 52" West, a distance of 100.00 feet for an exterior corner of this tract of land;

THENCE, an arc distance of 1013.44 feet to a point of curvature to the left, with a radius of 800 feet and a chord bearing and distance of South 45° 03' 46" West and 947.02 feet for an exterior corner of this tract of land;

THENCE, South 5° 49' 42" West, a distance of 116.32 feet across Canal “E” for an exterior corner of this tract of land;

THENCE, South 55° 26' 19" East, a distance of 109.61 feet for an exterior corner of this tract of land;

THENCE, South 34° 40' 17" West, a distance of 163.66 feet for an exterior corner of this tract of land;

THENCE, South 0° 55' 12" East, a distance of 238.52 feet across Canal “F” for an exterior corner of this tract of land;

THENCE, South 55° 26' 19"East, a distance of 48.19 feet for an exterior corner of this tract of land;

THENCE, South 34° 33' 41" West, a distance of 69.96 feet for an exterior corner of this tract of land;

THENCE, South 0° 09' 06" West, a distance of 182.12 feet across Canal “G” for an exterior corner of this tract of land;

THENCE, South 55° 26' 19" East, a distance of 59.98 feet for an exterior corner of this tract of land;

THENCE, South 34° 33' 16" West, a distance of 140.00 feet for the South corner of this tract of land;

THENCE, North 55° 26' 19" West, a distance of 1217.69 feet along the Southerly side of the Sea Cottages for an exterior corner of this tract of land;

THENCE, North 55° 44' 22" West, a distance of 55.00 feet along the Southerly side of the Sea Cottages for an exterior corner of this tract of land;

THENCE, North 55° 26' 19" West, a distance of 1072.85 feet along the Southerly side of the Sea Cottages for the Southwest corner of this tract of land;

THENCE, an arc distance of 141.88 feet to a point of curvature to the right, with a radius of 4732.48 feet and a chord bearing and distance of North 25° 13' 15" East and 141.88 feet for an exterior corner of this tract of land;

THENCE, North 27° 55' 40" East along the Gulf Intracoastal Waterway, a distance of 79.92 feet across Canal "G" for an exterior corner of this tract of land;

THENCE, an arc distance of 140.95 feet to a point of curvature to the right, with a radius of 4732.48 feet and a chord bearing and distance of North 27° 52' 42" East and 140.95 feet for an exterior corner of this tract of land;

THENCE, North 28° 24' 57" East, a distance of 82.26 feet across Canal "F" for an exterior corner of this tract of land;

THENCE, continuing along the Gulf Intracoastal Waterway, an arc distance of 280.46 feet to a point of curvature to the right, with a radius of 4732.48 feet and a chord bearing and distance of North 31° 32' 52" East and 280.42 feet for an exterior corner of this tract of land;

THENCE, North 19° 11' 26" East, a distance of 103.57 feet across Canal "E" for an exterior corner of this tract of land;

THENCE, continuing along the Gulf Intracoastal Waterway North 35° 26' 46" East, a distance of 79.15 feet for an exterior corner of this tract of land;

THENCE, North 36° 24' 07" East, a distance of 79.78 feet for an exterior corner of this tract of land;

THENCE, North 37° 21' 52" East, a distance of 77.28 feet for an exterior corner of this tract of land;

THENCE, North 38° 29' 03" East, a distance of 104.70 feet for an exterior corner of this tract of land;

THENCE, North 39° 36' 03" East, a distance of 79.79 feet for an exterior corner of this tract of land;

THENCE, North 39° 25' 30" East, a distance of 90.33 feet across Canal "D" for an exterior corner of this tract of land;

THENCE, continuing along the Gulf Intracoastal Waterway North 41° 40' 56" East, a distance of 84.17 feet for an exterior corner of this tract of land;

THENCE, North 42° 39' 58" East, a distance of 79.78 feet for an exterior corner of this tract of land;

THENCE, North 43° 37' 54" East, a distance of 79.78 feet for an exterior corner of this tract of land;

THENCE, North 44° 44' 54"East, a distance of 104.71 feet for an exterior corner of this tract of land;

THENCE, North 46° 02' 47" East, a distance of 109.70 feet for an exterior corner of this tract of land;

THENCE, North 47° 38' 15" East, a distance of 90.44 feet across Canal "C" for an exterior corner of this tract of land;

THENCE, North 48° 10' 20" East, a distance of 55.04 feet for an exterior corner of this tract of land;

THENCE, North 49° 01' 24"East, a distance of 79.78 feet for an exterior corner of this tract of land;

THENCE, an arc distance of 145.81 feet to a point of curvature to the right, with a radius of 4732.40' feet and a chord bearing and distance of N50° 23' 21"E and 145.80 feet for an exterior corner of this tract of land;

THENCE, North 51° 45' 22" East, a distance of 80.03 feet across Canal “B” for an exterior corner of this tract of land;

THENCE, continuing along the Gulf Intracoastal Waterway an arc distance of 86.45 feet to a point of curvature to the right, with a radius of 4732.40 feet and a chord bearing and distance of N52° 45' 50"E and 86.45 feet for an exterior corner of this tract of land;

THENCE, North 53° 17' 14" East, a distance of 637.92 feet for an exterior corner of this tract of land; THENCE,

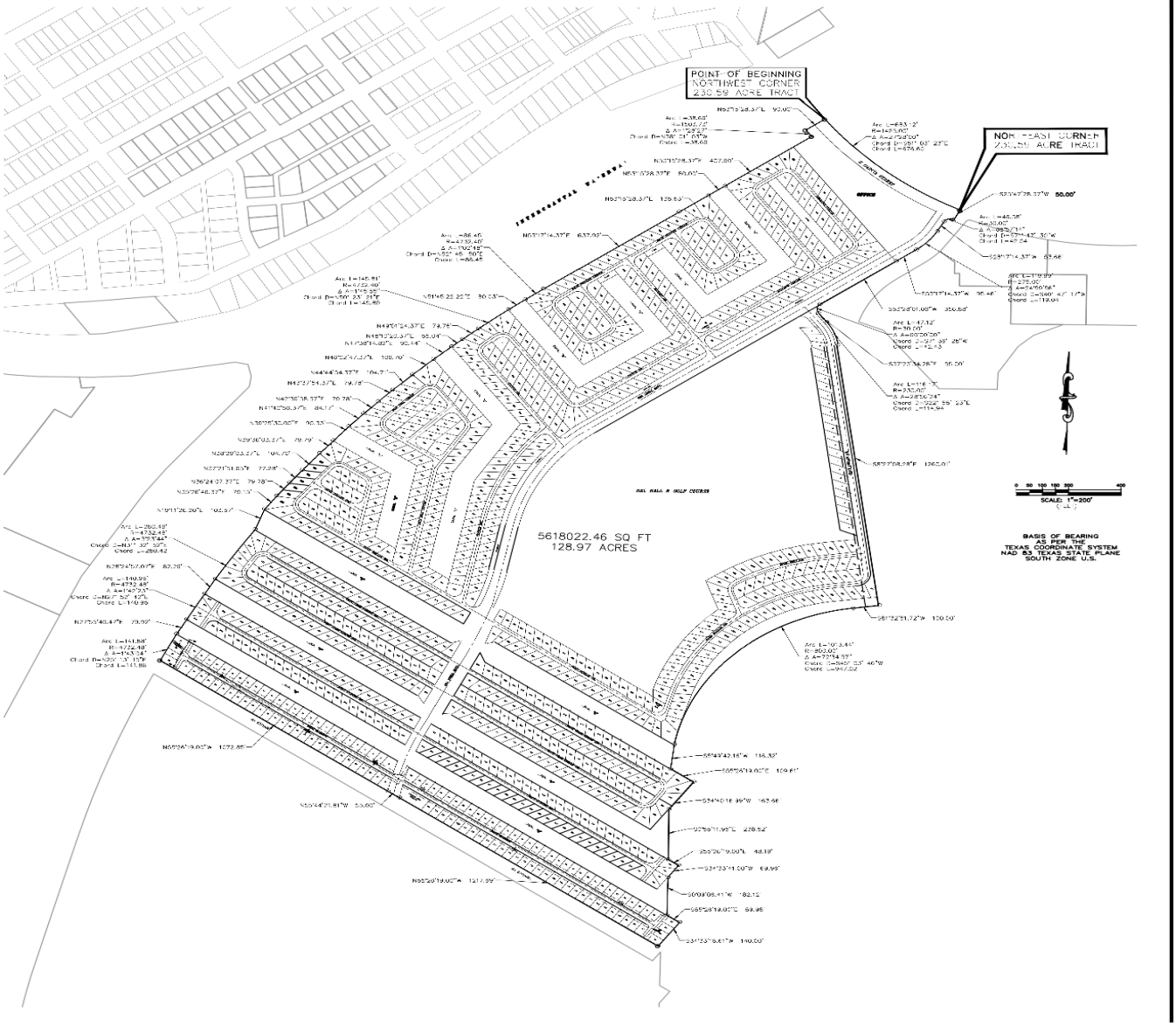
North 53° 15' 28" East, a distance of 135.63 feet for an exterior corner of this tract of land;

THENCE, North 53° 15' 28" East, a distance of 80.00 feet across Canal “A” for an exterior corner of this tract of land;

THENCE, continuing along the Gulf Intracoastal Waterway North 53° 15' 28" East, a distance of 407.90 feet for an exterior corner of this tract of land;

THENCE, an arc distance of 38.69 feet to a point of curvature to the right, with a radius of 1503.73 feet and a chord bearing and distance of North 38° 01' 03" West and 38.69 feet for an exterior corner of this tract of land;

THENCE, North 53° 15' 28" East, a distance of 90.00 feet to the Point Of Beginning and containing with these metes and bounds 128.97 acres more or less



8-117 LW\DRAFTING\WORKING DRAWING FILE\ 8-117 LW\BASE.DWG PLOT DATE=7/9/2020

TIF PATH: