

ORDINANCE NO. 2016-88

AN ORDINANCE OF THE TOWN OF PROVIDENCE VILLAGE, TEXAS REPEALING THE CERTIFICATE FOR RATE ORDER ISSUED BY THE PROVIDENCE VILLAGE WATER CONTROL AND IMPROVEMENT DISTRICT OF DENTON COUNTY DATED JANUARY 7, 2014, AND ASSUMED BY THE TOWN OF PROVIDENCE VILLAGE, TEXAS THROUGH THE DISSOLUTION OF THE PROVIDENCE VILLAGE WATER CONTROL AND IMPROVEMENT DISTRICT ON AUGUST 15, 2015 REGARDING WATER RATES, SANITARY SEWER RATES AND SOLID WASTE COLLECTION RATES; ADOPTING NEW WATER RATES, SANITARY SEWER RATES AND SOLID WASTE COLLECTION RATES AS SET FORTH HEREIN; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town Council of the Town of Providence Village, Texas (the "Town Council") has investigated and determined that the Town of Providence Village, Texas ("Town" or "Providence Village") Certificate for Rate Order approved by the Providence Village Water Control and Improvement District of Denton County ("PVWCID") on January 7, 2014 and assumed by the Town through the dissolution of PVWCID on August 15, 2015 (hereinafter "Rate Order") should be repealed; and

WHEREAS, the Town Council has investigated and determined that it is advantageous, beneficial and in the best interest of the citizens of Providence Village to adopt the water, sanitary sewer and solid waste collection rates set forth herein; and

WHEREAS, the Town has complied with all notices and meetings required by law; and

WHEREAS, the Town Council has authority under state law to adopt the rates and regulations herein.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROVIDENCE VILLAGE, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Repeal of Rate Order. The Rate Order dated January 7, 2014 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeals discussed in this Section shall not occur until the first billing cycle occurring after the effective date of this Ordinance at which time the Rate Order shall be repealed. Such repeal shall not abate any pending fees, rates, charges, fines or penalties owed under the Rate Order, nor affect the repeal of any ordinances repealed therein.

SECTION 3: Definitions. For purposes of this Ordinance, the following words or terms shall have the following meanings:

(a) "Apartment(s)" shall mean dwelling structure(s) containing multiple dwelling units and shall include apartments, townhouses, condominiums and multiplexes.

(b) "Commercial" shall mean and include any office building, hotel, retail store, clubhouse, warehouse, service station, or other establishment rendering a service or offering a product for sale to the public, and any establishment not generally considered a single-family residence.

(c) "Commercial Waste" shall mean liquid carried sanitary sewage discharged from Commercial Customer Connections which is properly shredded and amenable to biological treatment and which may contain trace amounts of sand, grit, lubricants and other petroleum products commonly associated with Commercial establishments such as service stations and car wash facilities.

(d) "Customer" shall mean the person, firm, corporation or other entity which receives Town services for a Residential, Commercial, Apartment or other structure, whether the owner, renter, builder or lessee thereof. Inasmuch as this Order hereinafter makes it mandatory for each such structure to be connected to the Town's System, as soon as the Town's System becomes operable, the term "Customer" shall mean and include the person, firm, corporation or other entity which requests Town services for such structure at the time service becomes available to said structure.

(e) "Customer Connection" shall mean each separately metered Residential, Apartment, Park and Recreational or Commercial facility that is physically connected to the Town's System, whether occupied or not, and where appropriate, shall refer to the point of physical connection of such facility to the Town's System.

(f) "Customer Service Inspection Certification" shall mean the inspection and subsequent certification required to be provided to the Town in the instances and in the manner set forth in this Ordinance, and which shall be evidenced by the completion of a form in the form attached to this Ordinance as Exhibit "A."

(g) "Delinquent Bill" shall mean a bill for water and/or sanitary sewer service and/or other services penalties and/or other charges of any nature hereunder imposed by the Town, whether hereunder or pursuant to any Drought Contingency Plan or Town ordinance regulating waste including, without limitation, charges relating to fire protection services, that has not been paid within twenty (20) days after the date of the bill. One time per calendar year, Customer may receive a deferral of bill to the 20th of the month in which payment is due.

(h) "Domestic Waste" shall mean liquid carried sanitary sewage discharged from Residential Customer Connections (including Apartments) which is properly shredded and amenable to biological treatment, which is normally discharged from Residential food preparation and bathroom facilities, and which has biological oxygen demand (5-day) and total suspended solids concentrations not exceeding 200 milligrams per liter.

(i) "Drought Contingency Plan" shall mean any drought contingency or water conservation plan now in effect or hereafter adopted by the Town.

(j) "Fire Line" shall mean a water supply line installed or constructed for the sole purpose of providing water during a fire or other emergency.

(k) "Health Hazard" shall mean a cross-connection, potential contamination hazard, or other situation involving any substance that could, in the opinion of the Town, cause death, illness, or spread of disease, or which has a high probability of causing such effects if introduced into the Town's potable drinking water supply.

(l) "Industrial Waste" shall mean waste other than Commercial Waste or Domestic Waste.

(m) "Nontaxable Entity" as used in reference to "initial connection to the System," shall mean the owner of any property within the Town that is exempt from the payment of ad valorem taxes levied by the Town.

(n) "Parks and Recreational" shall mean landscaping in esplanades, green spaces and recreational areas, and recreational facilities, existing primarily for the use and enjoyment of all or substantially all of the property owners within the Town.

(o) "Residential" shall mean and include only single family residences and shall not include Apartments unless specifically stated herein to the contrary.

(p) "System" as used herein, shall mean the water and/or sanitary sewer and/or storm sewer facilities of the Town and all extensions and additions thereto, whether now in place or hereafter constructed.

(q) "Town Engineer" shall mean the person, firm or corporation which the Town has engaged to provide engineering services for the Town.

(r) "Town's Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the Town has contracted for operation and maintenance of the Town's System.

SECTION 4: Adoption of Water Rates, Sanitary Sewer Service Rates and Solid Waste Collection Rates.

4.1 Water Rates

(a) The following monthly water rates shall apply to all customers within the corporate limits of the Town of Providence Village, Texas:

(1) Monthly minimum charge based on meter size:

3/4 inch	\$28.00
1 inch	\$36.00
1 1/2 inch	\$56.00
2 inch	\$86.00
4 inch	\$500.00
6 inch	\$1,000.00

(2) Volume charge for all consumption (per thousand gallons):

Under 10,000 gallons	\$3.00
10,001 - 12,000 gallons	\$3.80
12,001 - 15,000 gallons	\$4.13
15,001 - 20,000 gallons	\$4.68
20,001 - 25,000 gallons	\$5.23
Over 25,000 gallons	\$8.97

(b) Any bulk water customer, who desires to withdraw water from a hydrant or other source, shall fill out a water application form stating the number of gallons desired and sign the form in the same manner as a regular metered customer. All charges shall be paid prior to taking the water.

(1) Minimum charge based on meter size:

3/4 inch	\$28.00
1 inch	\$36.00
1 1/2 inch	\$56.00
2 inch	\$86.00
4 inch	\$500.00
6 inch	\$1,000.00

(2) Volume charge for every 1,000 gallons or increment thereof: \$3.00

(c) The monthly water charge for any customers located outside the corporate limits of the Town of Providence Village, Texas, shall be at the rate of 150 percent (150%) of the rate charged to customers inside the corporate limits of the Town.

(d) The monthly minimum charge and volume charge rate for water connections servicing fire sprinkler systems will be \$40.24 when there is no consumption. In the event that consumption is detected for a connection servicing a fire sprinkler system the fee will automatically revert to:

(1) Monthly minimum charge based on meter size:

3/4 inch	\$28.00
1 inch	\$36.00
1 1/2 inch	\$56.00
2 inch	\$86.00
4 inch	\$500.00
6 inch	\$1,000.00

(2) Volume charge for all consumption (per thousand gallons):

Under 10,000 gallons	\$3.00
10,001 - 12,000 gallons	\$3.80
12,001 - 15,000 gallons	\$4.13
15,001 - 20,000 gallons	\$4.68
20,001 - 25,000 gallons	\$5.23
Over 25,000 gallons	\$8.97

4.2 Sewage Collection and Treatment Rates

(a) The following monthly sewage collection and treatment rates shall apply to all customers within the corporate limits of the Town of Providence Village, Texas:

(1) Monthly minimum charge based on meter size:

3/4 inch	\$28.00
1 inch	\$36.00
1 1/2 inch	\$56.00
2 inch	\$86.00
4 inch	\$500.00
6 inch	\$1,000.00

(2) Volume charge for all consumption (per thousand gallons):

1 - 5,000 gallons	\$2.50
5,001 - 10,000 gallons	\$4.00
10,001 - 20,000 gallons	\$5.00
20,001 - 30,000 gallons	\$6.00
30,001 - 40,000 gallons	\$7.00
40,001 - 50,000 gallons	\$8.00
50,001 and above	\$9.00

(b) The monthly sewer charge for any customers located outside the corporate limits of the Town of Providence Village, Texas, shall be at the rate of 150 percent (150%) of the rate charged customers inside the corporate limits of the Town.

(c) All references to gallons and consumption in this section shall mean water usage, which shall be used to determine the sewer rates herein imposed.

4.3 Solid Waste Collection Rates

(a) Solid waste collection rates for residential services shall be the monthly amount authorized in the franchise agreement between the Town and the service provider, plus applicable taxes and fees. This rate may be adjusted as authorized in the franchise agreement between the Town and the service provider. This rate applies

to "residential units" as defined in the franchise agreement between the Town and the service provider.

- (b) Solid waste collection rates for non-residential services shall be the amount billed by the service provider in accordance with the franchise agreement between the Town and the service provider.

SECTION 5: Initial Connection to the Town's System ("Taps").

5.1 **Requirement to Connect to the Town's System.** Each structure within the Town requiring water and/or sanitary sewer services shall be physically connected to the Town's System as soon as the Town has made water and sanitary sewer services available to such structure. It is the policy of the Town that all properties in the Town shall be physically connected to both sanitary sewer System and water System of the Town. In the event that both water and sanitary sewer services are not available to a property at the time a Customer Connection is applied for, the Town Council, at its sole discretion, may permit connection the water System or sanitary sewer System without requiring connection to both the Town's water System and sanitary sewer System upon determination by the Town that an acceptable alternative water source or wastewater treatment source is available to such property. If both water and sanitary sewer services do not become available at the same time, and if the Town permits connection to the water System or sanitary sewer System without requiring connection to both, the water connection must be made at the time water service becomes available and the sanitary sewer connection must be made at the time sanitary sewer service becomes available.

5.2 **Septic System and Private Water Supply Systems.** The construction and operation of septic systems and private water supply systems within the Town shall be prohibited, unless the prior written consent of the Town Council, on terms and conditions deemed acceptable to the Town Council in its discretion, is otherwise obtained and satisfactory arrangements are made with all regulatory agencies with jurisdiction over such matters.

5.3 **Application for Water and Sanitary Sewer Connections.** Each person desiring initial water and sanitary sewer service connections to the Town's System shall notify the Town and/or the Town's Operator and shall sign and complete an application for such service and pay such fees as established by this Ordinance. The application form may be amended by the Town from time to time, as deemed appropriate, without the necessity of an amendment to this Ordinance. No physical connection to the Town's System shall be made until such application has been completed and such fees have been paid.

5.4 **Tap Fees.** The following fees shall be collected from the applicant by the Town's operator before physical connection is made to the Town's System (which fees shall include the meter and meter box and installation thereof):

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|---|---|
| (a) 3/4" by 5/8" Residential Connection | \$450.00 |
| (b) 1" Connection | Town's cost of installation and materials, plus 200% of such costs. |
| (c) 1-1/2" Connection | Town's cost of installation and materials, plus 200% of such costs. |

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| (d) | 2" Connection | Town's cost of installation and materials, plus 200% of such costs. |
| (e) | Greater than 2" Connection | Town's cost of installation and materials, plus 200% of such costs. |
| (f) | Nontaxable Entity Connection | Town's cost of installation and materials, or 200% of such costs, provided that the total of all such amounts shall not be greater than the actual costs to the Town for such work and for all facilities that are necessary to provide Town services to the tract and that are financed or are to be financed in whole or in part by tax-supported bonds of the Town. |
| (g) | Commercial Connection | Town's cost of installation and materials, plus 200% of such costs. |
| (h) | Fire Line Connection | Town's cost of installation and materials. |
| (i) | Park and Recreational Connection | Town's cost of installation and materials. |
| (j) | UTRWD System Connection Fee | \$500.00 per each single family equivalent connection. |

5.5 Policies Governing Initial Connections.

(a) Certification. Subject to the provisions of Section 5.1 hereof, physical connection shall not be made to the Town's System until the Town's Engineer has certified that the System is operational. Continuous water service shall not be provided to any Customer until (i) an acceptable sanitary sewer connection (except as to water service only Customers) has been made; (ii) all inspections required pursuant to Section 5.6 hereof been performed; (iii) any deficiencies or damages noted during said inspections have been corrected and/or paid for; and (iv) a copy of a properly completed Customer Service Inspection Certification has been provided to the Town for its records. "Continuous" water service, with respect to new construction, shall be deemed to commence upon the transfer of service from the builder of a building, residence, or other establishment to the initial occupant or user thereof.

(b) Availability of Access. Upon application for Customer Connection, the applicant shall grant an easement of ingress and egress to and from the water meter for such installation, maintenance and repair as the Town, in its judgment, may deem necessary. Physical connection will not be made when in the opinion of the Town's Engineer or the Town's Operator, the work area is obstructed by building materials and debris or the work area is not completed to finished grade. When sidewalks, driveways or other improvements have been constructed prior to application for Customer Connection, such application shall be construed and accepted as a waiver of any claim for damages to such improvements resulting from the reasonable actions of

the Town's Operator relative to the installation of the Customer's connection to the Town's System.

(c) Property of Town. All meters, fittings, boxes, valves and appurtenances installed shall remain the property of the Town.

(d) Connections by Town Operator. Physical connection to the Town's water System shall be made by the Town's Operator unless specified otherwise by the Town Manager. Physical connection to the Town's sanitary sewer System shall be made in accordance with the Town's Policy Governing Sewer House Lines and Sewer Connections and in accordance with Section 5.6 hereof. No person, other than the properly authorized agents of the Town, shall be permitted to make any connection to the Town's water System, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture or appurtenances connected with the water service, or any manhole, main, trunk or appurtenance of the Town's sanitary sewer or storm sewer System except by the written permission of the Town Manager.

(e) Submission of Plans for Commercial and Apartment Customer Connections. Each applicant for a Commercial or Apartment Customer Connection shall, not less than thirty (30) days prior to the requested connection date, submit to the Town's Engineer or other party designated by the Town Manager, the following information:

- (1) Engineering drawings (three sets for Town purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building water distribution facilities, materials to be used and the location, size and number of proposed connections to the Town's System. In the event of installation of a master meter, an estimate of the number of equivalent single family residential connections proposed to be served by such master meter;
- (2) The legal description of the land to be served by the Town's System and a copy of the recorded plat of same; and
- (3) A general description of the type of proposed Commercial establishment (including Apartments) and, if applicable, a description of the special measures taken in order to prevent any possible Industrial Waste and/or unauthorized Commercial Waste from entering the Town's sanitary sewer System.

In recognition of the Town's obligation to protect and maintain public health, the Town's Engineer or other party designated by the Town Manager shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of backflow preventors, grease traps, grinders, sampling wells, and/or pretreatment units as may be deemed necessary or appropriate for the protection of the Town's System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved drawings shall constitute a basis for denial of Town's services. If the application information is not timely provided, the Town shall not be held responsible for delays in the installation of water and sanitary sewer connections or the provision of Town's services. Payment of tap fees to the Town's Operator prior to the approval of plans shall not be considered approval of said plans or approval for connection to the Town's System. Any unauthorized physical connection to the Town's System may be removed without notice at the expense of the person or firm causing such connection to be made.

5.6 Inspections.

(a) Sanitary Sewer Inspections. A fee of \$125.00 shall be charged by the Town for each grease trap, sampling well or pretreatment unit installation inspection, which installation inspection fee shall be in addition to the monthly fee set forth in Section 8.5 hereof. Sanitary sewer connections and service lines shall be inspected for strict compliance with the Town's "Rules and Regulations Governing Sewer House Lines and Sewer Connections." Customer shall notify the Town's Operator prior to any such connection being made. Customer shall again notify the Town's Operator after the physical connection has been made and a Town Approved Inspector shall inspect and approve the connection. A copy of a properly completed Sanitary Sewer Inspection Certification shall be provided by the Customer to the Town prior to backfilling of the area and prior to the commencement of sanitary sewer service. For Residential Customer Connections, Town Approved Inspector shall perform the inspection and the Customer shall provide the necessary certification to the Town. Installations which fail to conform to said rules will be denied. Customer shall be notified in writing as to the basis for such denial. After noted deficiencies have been corrected, a sanitary sewer connection reinspection shall be made at no charge for Residential Customer Connections and for Commercial, Nontaxable Entity and Apartment Customer Connections. If subsequent reinspections are required before the sanitary sewer connection and service lines are found in compliance with the Town's rules, an additional sanitary sewer reinspection fee of \$75.00 for Residential Customer Connections and \$150 for Commercial, Nontaxable Entity and Apartment Customer Connections shall be charged for each such reinspection.

(b) Customer Service Inspection Certification. Prior to the Town providing continuous water service to (i) any new construction after installation of the meter; (ii) any existing Customer Connection when the Town, in its sole discretion, has reason to believe that a cross-connection or potential contamination hazards exist; or (iii) any existing Customer Connection after any material improvement, correction or addition to the private water distribution facilities, a properly completed Customer Service Inspection Certification shall be provided by the Customer to the Town. "Continuous" water service, with respect to new construction, shall be deemed to commence upon the transfer of service from the builder of a building, residence, or other establishment to the initial occupant or user thereof.

For Residential Customer Connections, Town Approved Inspector shall perform the inspection and the Customer shall provide the necessary certification to the Town.

For Commercial (including Apartment) Customer Connections, Town Approved Inspector shall perform the inspection and the Customer shall provide the necessary certification to the Town. Fees for this inspection shall be assessed on an individual basis.

Should a Customer fail to provide to the Town a properly completed Customer Service Inspection Certification, water service to such Customer will be terminated by the Town and service shall not be restored by the Town until the required Customer Service Inspection Certification form is provided.

(c) Inspection of Town Facilities. In accordance with applicable rules of the Texas Commission on Environmental Quality, any person desiring water and sanitary sewer services from the Town must notify the Town's Operator prior to making any improvement or starting any construction on property within the Town if such improvement, construction or equipment used in connection therewith will be within or in close proximity to easements, rights-of-way or property

where Town facilities are located. The Town's Operator shall inspect each property or location at which the improvement or construction is to take place prior to commencement of same to verify the location and condition of Town facilities on the property. Upon receipt of instructions from the contractor or builder that construction of the facility or improvement is complete and prior to the transfer of the account to the subsequent Customer, the Town's Operator shall make a final inspection of the water tap, meters and all other Town facilities located on or around the property in question to verify the condition of such facilities. If damage to any Town facilities is found, the Town's Operator will repair such facilities and the builder or contractor will be responsible for payment of all costs incurred prior to the initiation of services to the property. A fee of \$75.00 shall be charged by the Town to cover the costs of such inspections, which fee will be due and payable at the time the tap fee is paid.

5.7 Temporary Water Service. Withdrawal of water from flushing valves or fire hydrants or other appurtenances of the Town's System without prior approval of the Town, except for emergency fire-fighting purposes, is prohibited. The Town's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service within the area of the Town. Such temporary service shall be provided only through a Town meter installed by the Town's Operator. The applicant for temporary water service shall be required to post a deposit of \$1,500.00 which shall secure the payment for water supplied by the town, the installation fee, the safe return of the Town's meter and fire hydrant wrench, and the cost of repairs of any damage by a user of the hydrant. The fee for temporary water service shall be \$3.25 per 1,000 gallons of water deliver through the meter. Temporary water service made be supplied outside the area of the Town only with the express authorization of the Town Manager.

SECTION 6: Rates and Fees for Water and Sanitary Sewer Services. Each prospective Customer desiring water and sanitary sewer service shall be required to provide appropriate information in order to obtain such service and shall pay any application fee. The Town shall charge each Residential Customer a non-refundable deposit fee of \$10.00, due at the opening of the account.

6.1 Transfer Fee and Security Deposit for Utility Services. A non-refundable transfer fee of \$25.00 shall be charged for each Customer. Each Residential Customer and individually metered Apartment Customer shall also pay a security deposit of \$60.00. Each individually metered Commercial Customer shall also pay a security deposit of \$110.00. A Commercial Customer or Apartment Customer Connection consisting of a master meter shall pay a deposit equal to the applicable minimum monthly facility charge set out in Section 6.4(a) based upon the size of the meter. Upon final termination of service, such deposit shall be credited against amounts owed to the Town and any balance refunded to the Customer within forty-five (45) days after termination of service. The Town shall not be required to pay interest to the Customer on such security deposit. Further, any Customer whose service is terminated pursuant to Section 7.2 hereof shall pay such deposit (if such Customer has not previous paid a security deposit) before Customer's service is restored. No service shall be restored until such fees and deposits have been received by the Town in collected funds.

6.2 Monthly Rates for Residential Water Service. The following rate schedule per month, or any part thereof, shall be charged for Residential water service furnished by the Town to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

(a) Monthly base rate	\$28.00
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- (b) Plus, for each 1,000 gallons of water actually used:
 - (1) Under 10,000 gallons used - \$3.00 per 1,000 gallons;
 - (2) 10,001 – 12,000 gallons used - \$3.80 per 1,000 gallons;
 - (3) 12,001 – 15,000 gallons used - \$4.13 per 1,000 gallons;
 - (4) 15,001 – 20,000 gallons used - \$4.68 per 1,000 gallons;
 - (5) 20,001 – 25,000 gallons used - \$5.23 per 1,000 gallons; and
 - (6) Over 25,000 gallons used - \$8.97 per 1,000 gallons.

6.3 Monthly Rates for Residential Sanitary Sewer Service. The following rates per month or any part thereof, shall be charged for Residential sanitary sewer service furnished by the Town to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

- (a) For up to 10,000 gallons of water used, monthly flat rate \$44.00
- (b) For water usage over 10,000 gallons of water used, monthly flat rate \$47.75

6.4 Monthly Rates for Commercial Water Service. The following rates per month, or any part thereof, shall be charged for Commercial water service furnished by the Town to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

- (a) Minimum monthly facility charge
 - (1) ¾ inch meter - \$28.00
 - (2) 1 inch meter - \$36.00
 - (3) 1.5 inch meter - \$56.00
 - (4) 2 inch meter - \$86.00
 - (5) 4 inch meter - \$600.00
 - (6) 6 inch meter - \$1,000.00
- (b) For each 1,000 gallons of water metered \$3.00

6.5 Monthly Rates for Commercial Sanitary Sewer Service. The following rates per month, or any part thereof, shall be charged for Commercial sanitary sewer service furnished by the Town to each Customer Connection in every instance in which a different charge is not expressly provided for herein:

- (a) Minimum monthly facility charge \$32.00
- (b) For each 1,000 gallons of water metered \$ 1.75

6.6 Monthly Rates for Water Service to Churches, Schools and Town. The following rates per month, or any part thereof, shall be charged for water service to a church or school furnished by the Town to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

- (a) Minimum monthly facility charge
 - (1) ¾ inch meter - \$17.00
 - (2) 1 inch meter - \$25.00
 - (3) 1.5 inch meter - \$45.00
 - (4) 2 inch meter - \$75.00
 - (5) 4 inch meter - \$500.00

(6) 6 inch meter - \$1,000.00

(c) For each 1,000 gallons of water metered \$2.80

6.7 Monthly Rates for Sanitary Sewer Service to Churches, Schools and Town. The following rates per month, or any part thereof, shall be charged for sanitary sewer service to a church or school furnished by the Town to each Customer Connection in every instance in which a different charge is not expressly provided for herein:

(a) Minimum monthly facility charge \$30.00
(b) For each 1,000 gallons of water metered \$ 1.50

6.8 Monthly Rates for Water Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for water service to Apartment units served by separate meters:

(a) Monthly base rate \$24.50
(b) Plus, for each 1,000 gallons of water actually used
(1) Up to 5,000 gallons used - \$3.00 per 1,000 gallons
(2) 5,001 to 10,000 gallons used - \$4.00 per 1,000 gallons
(3) Over 10,000 gallons used - \$5.00 per 1,000 gallons.

Apartment units served by a master meter shall be charged as follows: The total number of gallons metered shall be divided by the number of apartment units to determine the average usage per unit. The average usage per unit shall be rounded up to the nearest 1,000 gallons for purposes of computing the amount to be charged hereunder. The rates specified above shall then be applied to such average usage to determine the charge per unit. The charge per unit shall then be multiplied by the applicable number of Apartment units to determine the total amount to be charged.

6.9 Monthly Rates for Sanitary Sewer Service to Apartments. The following rate per month, or any part thereof, shall be charged per unit for sanitary sewer service to Apartment units served by separate meters:

(a) For up to 5,000 gallons of water used, monthly flat rate \$31.50
(b) For water usage from 5,001 to 10,000 gallons of water used, monthly flat rate \$33.50
(c) For water usage over 10,000 gallons of water used, monthly flat rate \$35.50

Apartment units served by a master meter shall be charged as follows:

(a) Minimum monthly facility charge
(1) ¾ inch meter - \$28.00
(2) 1 inch meter - \$36.00
(3) 1.5 inch meter - \$56.00
(4) 2 inch meter - \$86.00
(5) 4 inch meter - \$650.00
(6) 6 inch meter - \$1,425.00
(7) 8 inch meter - \$1,675.00
(b) For each 1,000 gallons of water metered \$4.00

6.10 Monthly Rates for Water Service to Park and Recreational Facilities. The following rate per month, or any part thereof, shall be charged for Park and Recreational Facilities water service furnished by the Town in every instance in which a different charge is not expressly and clearly provided for herein:

- (a) A monthly base rate of \$17.00,
- (b) Plus \$3.00 per 1,000 gallons of water metered.

6.11 Monthly Rates for Sanitary Sewer Services to Park and Recreational Facilities. The following rate per month, or any part thereof, shall be charged for Park and Recreational Facilities sanitary sewer service furnished by the Town in every instance in which a different charge is not expressly and clearly provided for herein:

- (a) For up to 10,000 gallons of water used, monthly flat rate of \$30.00
- (b) For water usage over 10,000 gallons of water used, monthly flat rate of \$32.00.

Sanitary sewer monthly charges shall not apply to any parks or recreational facilities that not require sanitary sewer service or otherwise use sanitary sewer service. All other parks and recreational facilities shall be charged on the monthly rate for water service.

6.12 Regulatory Assessments and Fees. The regulatory assessments and fees improved pursuant to Section 5.10 shall be billed and collected in the manner set forth in this Ordinance and all Customers of the Town shall be subject to penalties and/or termination of service for failure to pay said regulatory assessments and fees when due in the manner set forth herein.

6.13 Drought Contingency Plan. The water and sanitary sewer rates set forth above in Sections 6.2 through 6.9, do not include any additional fees or charges imposed by the Town during any drought response stage pursuant to the Drought Contingency Plan. Any such additional fees and charges, and any penalties under the Drought Contingency Plan, shall be billed and imposed by the Town in accordance with the Drought Contingency Plan and shall be in addition to fees or charges under this Ordinance, unless otherwise set forth in the Drought Contingency Plan.

6.14 Bulk Rates. The water and sanitary sewer service rates set forth above shall not be construed to prevent the Town from furnishing water and/or sanitary sewer service to any Customer at a bulk rate if deemed advisable by the Town, which such rate to be determined on a case by cases basis.

6.15 Monthly Rates for Fire Protection Services. Each Customer shall be charged a monthly fee in the amount of \$10.00 to pay for the fire protection services furnished by a third party under contract with the Town.

6.16 Policies Governing Services.

(a) No Reduced Rates or Free Service. All Customers receiving services from the Town shall be subject to the provisions of this Ordinance and shall be charged the rates established in this Ordinance, and except as provided by Section 6.16(f) hereof, no reduced rate or free service shall be furnished to any Customer; provided, however, this provisions shall not prohibit the Town, upon good cause shown, from establishing reasonable classifications of Customers for which rates differing from the rates stated herein may be adopted.

(b) Indigent Care Policy. A Customer is entitled to receive water at (1) the monthly service availability charge, (2) a reduced rate or (3) free of any charge if the Customer meets one or more of the following conditions as allowed by the Town:

(i) The Customer received Aid to Families with Dependent Children (AFDC benefits) if the only people included in the AFDC benefits are minor children.

(ii) The Customer or ratepayer's spouse receives Supplemental Security Income from Social Security (SSI) benefits and has no income from any other source (including income from the earnings of any other member of the Customer's household) in excess of \$400.00 per month.

(iii) The Customer or the ratepayer's spouse receives unemployment compensation from the State of Texas and receives no income from any other source (including income from the earnings of any other member of the Customer's household) in excess of \$400.00 per month.

(iv) The Customer or the Customer's spouse receives disabled veteran's benefits (VA Disability benefits) and has no income from any other source (including income from the earnings of any other member of the Customer's household) in excess of \$400.00 per month.

To qualify for indigent assistance, the Customer must submit the attached application to the Town and present proof of financial circumstances including, but not limited to, the following:

- (1) Proof of receipt of benefits, where applicable;
- (2) Wage statements, and/or copies of federal income tax returns.

Indigent assistance is available in other hardship cases at the discretion of the Town Manager or his designee upon application, presentation of appropriate proof of financial indigence and final hearing for same. The application form can be obtained from the Town. Applicants for indigent assistance shall complete only the Town's approval form. The indigent care applicant shall apply separate for each case on a need by need basis.

(c) Entitlement. Customers are not guaranteed a specific quantity or pressure of water or specific capacity in sewer facilities for any purpose whatsoever; in no instance shall the Town be liable for failure or refusal to furnish water or any particular amount or pressure of water or to provide capacity in sewer facilities or to collect solid waste.

(d) Unauthorized and Extraordinary Waste. The water and sewer service rates established herein are applicable for ordinary Domestic Waste normally considered to have a biological oxygen demand (five day) and total suspended solids of 200 milligrams per liter. Customers discharging, whether intentionally or unintentionally, non-Domestic Waste into the Town's System will be assessed additional charges as established by Town based on the volume and concentration of the proposed waste, as well as costs of remediation and/or repairs to the System occasioned as a consequence of such discharge, in addition to any other penalties set forth herein and in any order regulating waste heretofore or hereafter adopted by the Town. Customers proposing to discharge or discharging certain Commercial Waste, including Commercial Waste from food processing or other food handling establishments, will be required to install garbage grinders and may be required to install great traps or pretreatment units when so order by the Town following the evaluation of the effects of high concentrations of organics on the System. Customers which are required to install garbage grinders, grease traps or other types of pretreatment units shall maintain same in good working condition, which shall include, but not be limited to, regular cleaning. The Town shall have the right to inspect such pretreatment units, and, in order to protect the Town's facilities, reserves the right, if Customer has failed to do so, to

perform the required maintenance at Customer's expense and/or to discontinue service to Customer. The Town's current waste discharge permit prohibits the introduction of Industrial Waste into the System. All Customers of the Town's sanitary sewer System shall be subject to the terms and conditions of any order regulating waste heretofore or hereafter adopted by the Town, pursuant to the terms of which the Town may establish rates and charges to produce revenues to pay such additional costs incurred by the Town in connection with such Industrial Waste. Further, the Town shall have the right to terminate service to any Customer which violates any such order regulating waste in accordance with Section 7.2 hereof and the penalties specified in Section 9 hereof shall apply, in addition to any other penalties or other charges specified in such order or herein. The Town's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

(e) Plumbing Regulations. The following plumbing regulations are, pursuant to Texas Commission on Environmental Quality regulations, applicable to all Customers of the Town:

(i) No direct connection between the Town's water System and a potential source of contamination shall be permitted; potential source of contamination shall be isolated from the Town's waster System by an air gap or an appropriate backflow prevention device in accordance with applicable Texas Commission of Environmental Quality requirements and/or as otherwise required by the Town in its reasonable discretion;

(ii) No cross connection between the Town's water System and any private water system shall be permitted, and any potential treat of cross connection shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device;

(iii) No connection which allows water used for condensing, cooling or industrial processes, or water from any other system of nonpotable usage over which the Town does not have sanitary control to be returned to the Town's water System shall be permitted;

(iv) No pipe or connection which allows water to be returned to the public drinking water supply is permitted;

(v) The use of pipes and pipe fittings that contain more than 8.0 percent lead, or solder and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the Town's water supply System and for installation or repair of any plumbing in any Residential or Commercial facility providing water for human consumption and connected to the Town's water supply System. This requirement may be waived for lead joints that are necessary for repairs to cast iron pipe; and

(vi) Notwithstanding anything to the contrary contained herein, the Town reserves the right to inspect each Customer's property at any time for possible cross connection and other potential contamination hazards in violation of this Ordinance. The Customer shall, upon receipt of notice form the Town, immediately correct any potential contamination hazard existing on his premises to prevent possible contamination of the Town's water System. The existence of a serious threat to the integrity of the Town's water System shall be considered sufficient grounds for immediate termination of water service. Water service will be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken to protect the Town's water System from contamination, and a Customer Service Inspection Certification confirming the correction of a potential contamination hazard has been submitted to the Town. The Town shall not be required to follow the procedures set forth in Section 7.2 hereof when termination waste service to a Customer under this Section 6.16(e).

However, the Customer shall be subject to the same charge for restoration of service terminated pursuant to this Section 6.16(e) as is set forth in Section 7.2 hereof.

(f) Backflow Prevention Requirements. No water connection to the Town's System shall be allowed to any Customer Connection where the Town, in its sole discretion, has reason to believe that an actual or potential contamination hazard exists unless the Town's System is protected from contamination. The following backflow prevention requirements are applicable to all Customers of the Town:

(i) Backflow prevention assemblies shall be installed, tested and maintained, at the Customer's expense, at any Customer Connection in accordance with applicable Texas Commission on Environmental Quality requirements and/or as otherwise required by the Town in its reasonable discretion.

The use of a backflow prevention device at the service connection shall be considered additional backflow protection and shall negate the use of backflow prevention on the internal hazards of any Customer Connection as outlined and enforced by applicable Texas Commission on Environmental Quality regulations and/or local plumbing codes.

(ii) All backflow prevention assemblies installed at any Customer Connection shall be tested upon installation by a recognized backflow prevention assembly tester (pursuant to Texas Commission on Environmental Quality regulations) and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against a Health Hazard must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.

(iii) The Town's Operator shall install and test any backflow prevention assembly required to be installed at any Customer Connection pursuant to this Ordinance, and shall complete and retain in the Town's files for recordkeeping purposes an original Backflow Prevention Assembly Test and Maintenance Report ("Test Report"), in the form attached to this Ordinance as Exhibit "B". The Town shall charge the Customer for the Town's cost of installation of the backflow prevention assembly and the initial test thereof, and \$50.00 for each annual test performed on such assembly.

(g) Adjustments in Bills for Hidden Water Leaks.

(i) Definitions. The following terms, when used in this subsection, shall have the following meanings:

a. "Greatest Normal Usage" shall mean that amount of water metered at the Customer's service location in the billing month of greatest consumption during the previous twelve (12) consecutive billing months or, if there are fewer than twelve (12) prior billing months, the greatest consumption during any prior billing month, prorated to the number of days in the billing month for which the adjustment is required.

b. "Hidden Water Leak" shall mean any leak of a water pipe, line, or other water conveyance equipment caused by deterioration, corrosion, natural forces, or other similar cause which is not immediately and reasonably detectable from the surface of the ground.

c. "Substantial increase in water usage" shall mean an increase in the amount of water metered and billed at the Customer's service location for the billing month for which the adjustment is requested which is in excess of fifty (50%) percent of the Greatest Normal Usage for that service location.

(ii) Request for Adjustment. Any Customer who is billed for a substantial increase in water usage during any one (1) billing month due to a Hidden Water Leak may request and receive an adjustment in the amount billed for water and sewer usage for that month in accordance with the provisions of this section.

(iii) Written request. Any Customer requesting an adjustment pursuant to this section shall make the request in writing to the Town's Operator. A request for an adjustment based upon a Hidden Water Leak shall state the location and cause of the leak, the date it was discovered, and the date of and person making the repair, with attached copies of repair bills. All requests shall be submitted within thirty (30) days of the due date of the monthly bill for which an adjustment is sought.

(iv) Adjustment allowed. A request for an adjustment in a monthly bill for water and sewer usage shall be granted if it meets the following conditions:

a. A request, with all required information, is filed within the required time;

b. The requested adjustment is for a monthly billing in which there was a substantial increase in water usage resulting from a Hidden Water Leak; and

c. There has not been an adjustment made in the monthly billing for water and sewer usage at the same service location within the prior twelve (12) months under the provisions of this section.

(v) Amount of adjustment. If an adjustment is granted under this section, the Customer's account shall be adjusted by billing the customer using the Greatest Normal Usage, as defined herein.

(h) Administrative adjustment. The Town Manager and/or his designee shall have authority to grant an administrative adjustment following the completion of the Administrative Adjustment form attached hereto as Exhibit "C".

(i) Owners and Tenants. The owner of any property designated to receive service according to the terms of this Ordinance is responsible for all fees and charges due the Town for service provided to such property. If an owner has signed an Alternate Billing Agreement for Rental Accounts, available from the Town or the Town's Operator, the Town may bill a tenant for service as a third party, but the owner remains fully responsible for any and all unpaid fees and charges of the tenant. The Town may notify an owner of a tenant's past due payment status subject to service charges.

SECTION 7: Delinquency in Payment; Penalty; Discontinuation and Termination of Service.

7.1 Penalty for Failure to Pay Bill Before Delinquency. A charge of (i) \$10.00 or (ii) ten percent (10%) of any past due amount, whichever is greater, shall be added to the Customer's bill when such Customer has failed to pay any bill before it becomes a Delinquent Bill. If a Customer's bill, or any part thereof, becomes a Delinquent Bill, the Delinquent Bill plus the penalty thereon shall be immediately due and payable. A charge of \$25.00 shall be imposed for each returned check notice forwarded to a Customer as a result of a Customer's check being returned

by a bank for any reason. One time per calendar year, Customer may receive a deferral of bill to the 20th of the month in which payment is due.

7.2 Termination of Service. The Town shall have the right to terminate service and cut off the supply of water to a Customer and/or a Customer's access to the Town's sanitary sewer System at any time after its bill become a Delinquent Bill and upon violation by the Customer of any order regular waste heretofore or hereafter adopted by the Town. The Customer shall, by written notice mailed to the Customer's address as reflected in the records of the Town, be notified of the delinquency or violation and the date on which service shall be terminated if the account (including delinquent charges and penalty) is not paid in full or the violation corrected, which date shall not be less than five (5) days from the date such notice is sent. With respect to a Delinquent Bill, such notice shall state the place and time at which the account may be paid and that any errors in the bill may be corrected by contacting the billing company, whose telephone number shall also be given in such notice. All notices of termination shall state that the Customer has the right to appeal such termination to the Town Council. If the delinquent account (including any non-delinquent portion thereof), including penalty and all other charges then due and owing, has not been paid in full or the violation corrected by 5:00 p.m. on the business day immediately preceding the proposed termination date, then service to such Customer shall be discontinued and a Non-Payment Fee in the amount of \$60.00 shall be applied to the Customer's account. Payment of the unpaid account, including penalty and all other charges then due and owing plus any required deposit, shall be paid in cash, cashier's check or money order prior to restoration of water service where service has been terminated because of the Customer's failure to pay a bill before it became a Delinquent Bill. If service has been disconnected to any Customer for reason of nonpayment, then such Customer may have service reconnected on the same day that such Customer delivers to the office of the Town's Operator or to the Town (i) if before 1:00 p.m. the Owed Amounts, in cash, cashier's check or money order, or (ii) if at or after 1:00 p.m., the Owed Amounts plus a \$50.00 guaranteed same-day reconnect fee.

7.3 Discontinuing Service Upon Request of a Customer. Whenever a Customer of the Town requests that water and sewer service be temporarily discontinued, Customer shall notify the Town's Operator at least two (2) days prior to the time that such service discontinuation is desired. A charge of \$5.00 shall be made for restoring water service when such service is discontinued and restored at the request of the Customer and he is not delinquent in the payment of any bill at the time of either request.

SECTION 8: Damage to Town Facilities.

8.1 Damage to Meters and Appurtenances. No person other than a duly authorized agent of the Town shall open any meter box, repair, alter, adjust, remove, make connections or additions to or in any other way take any action which affects any meter, meter box, service line or other water and/or sewer System appurtenance. The Town reserves the right to immediately and without notice remove the meter or disconnect water service to any Customer whose meter, meter box, service line or other System appurtenance has been tampered with or altered in any way, or who has reconnected service which was terminated by the Town. The Town shall assess repair costs to Customer plus a damage fee of \$75.00.

8.2 Right to Repair. In recognition of the Town's obligation to protect and maintain the public health, the Town reserves the right to repair damage to the Town's System and appurtenances without prior notice, and to assess against Customer such costs, including attorneys' fees, and such penalties as are provided in this Ordinance or otherwise provided by

law or legally available to the Town, in addition to those charges necessary to repair the portion of the System so damaged.

8.3 Obstructions. After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and Town's easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and Town's easements and property under Customer's control free from rubbish or obstructions may result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the Town's sanitary sewer System, which would cause obstruction of said System. In the event that an inspection by the Town's Engineer or Town's Operator reveals damage to the sanitary sewer System resulting from a Customer's failure to prevent obstruction from entering said System, the Town reserves the right to immediately and without notice remove the obstruction. Any Town cost for removal of obstructions, including the cleaning of grease traps or other pretreatment units, plus a Town administration fee of fifty percent (50%) of said costs, shall be assessed to the Customer. The Town's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

8.4 Storm Sewer System. The use of the Town's storm sewer System is limited solely to storm waters. No other liquids or solids, including but not limited to, grass or yard clippings, trash, construction materials, oils or grease, shall be introduced into the Town's storm sewer System. It shall be a violation of this Ordinance to introduce unauthorized material, whether liquid or solid, into the Town's storm sewer System and the Town reserves the right to assess such penalties as provided in this Ordinance to any person, corporation, or other entity who makes such unauthorized use of the Town's storm sewer System.

SECTION 9: Penalties for Violation; Attorneys' Fees and Court Costs. Any person, corporation or other entity who:

- (a) Violates any section of this Ordinance or any order regulating waste heretofore or hereafter adopted by the Town, including the Waste Order; or
- (b) Makes unauthorized use of Town services or facilities; or
- (c) Violates the Town's Rules and Regulations Governing Sewer Lines and Sewer Connection or any other rules or regulations of the Town;

Shall be subject to a criminal penalty of not less than \$500.00, and in no event to exceed \$2,000.00, for each breach of the foregoing provisions. Each day that a breach continues shall be considered a separate breach. The amount of any penalty levied by the Town pursuant to this Section 9 shall be established by the Town's Town Council after reasonable notice to the violator and a public hearing relative to such matter before the Town Council.

Penalties levied under this Section 9 shall be in addition to such other penalties as are provided in this Ordinance or any order regulating waste heretofore or hereafter adopted by the town, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the Town may have for damages or otherwise under applicable law. Notwithstanding the foregoing, in no event shall the Town levy a penalty that is in excess of the jurisdictional limits of the justice court as provided by Section 27.031, Texas Government Code, as amended. In addition to the enforcement provisions set forth in this Ordinance, the provisions of this Ordinance, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the Town's principal office or meeting place is located. If the Town prevails in any suit to enforce its rules, it may, in the same action,

recover reasonable fees for attorneys, expert witnesses and other costs incurred by the Town before the court. The amount of attorneys' fees shall be fixed by the court.

SECTION 10: Appeal. Any determination by Town's Operator or Town's Engineer or authorized agent of the Town or any dispute regarding the terms and provisions of this Ordinance may be appealed to the Town Council of the Town which shall conduct a hearing on the matter. All appeals shall either be submitted by Customer in writing or presented by Customer in person to the Town Council of the Town at its regular meeting. In order to maintain service during the pendency of any such appeal in connection with fees or charges assessed hereunder, Customer shall pay the undisputed portion of all amounts, including service charges, penalties and other charges, due and payable to the Town. Any amounts which are paid by the Customer and subsequently determined by the Town Council not to have been due shall be refunded to the Customer or credited against future bills, at the discretion of the Town. The Town's Operator and/or attorney shall provide Customer with information regarding appeals and hearing procedures upon Customer's request.


SECTION 11: Amendments. The Town's Town Council has and specifically reserves the right to change, alter or amend any rate or provision of this Ordinance at any time.

SECTION 12: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Providence Village hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 13: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 14: Effective Date. This Ordinance shall be published in accordance with the requirements of publishing all ordinances and become effective in accordance with state law.

PASSED AND APPROVED by the Town Council at a regular meeting the 21st day of March, 2017, at which a quorum was present.


Michael Jordan, Mayor Pro-Tem of the
Town of Providence Village, Texas

ATTEST:


Connie S. Hansen, TRMC, Town Secretary





TOWN OF
PROVIDENCE
VILLAGE

Water & Sewer Administrative Adjustment Request Form

I _____ hereby request an administrative adjustment to my current water and sewer statement for the billing cycle period _____ to _____, Account No. _____, for the service address of _____, Providence Village, Texas. I believe that the excess water usage occurred for the following reason(s):

I understand to qualify for an administrative adjustment, I must:

1. Not currently have a data recorder transponder on my water meter;
2. Have a current payment history for my account for the past consecutive 90 days;
3. Not have had my service disconnected for non-payment within the past 18 months; and
4. Pay the current statement at a rate \$3.00 per gallon for the usage, plus the current base rates.

I further understand that:

1. Any credits due from the administrative adjustment will be credited to my account and applied to future statements until depleted; and
2. A data recorder transponder will be installed on my water meter.

Requestor's Signature

Request Date

**Texas Commission on Environmental Quality
Customer Service Inspection Certificate**

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection: New construction
 Existing service where contaminant hazards are suspected
 Major renovation or expansion of distribution facilities

I _____, 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	
<input type="checkbox"/>	<input type="checkbox"/>	(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.
<input type="checkbox"/>	<input type="checkbox"/>	(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
<input type="checkbox"/>	<input type="checkbox"/>	(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5) Plumbing installed after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(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

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

Remarks:	

Signature of Inspector:		Registration Number:	
Title:		Type of Registration:	
Date:			

Texas Commission on Environmental Quality

Customer Service Inspection Certificate

Form TCEQ-20699 - Instructions



General Instructions:

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per *Title 30 of the Texas Administrative Code(30 TAC) 290.46(j)(4)*. The form can be completed one of two ways:

1. The form can be printed and completed manually, or;
2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.). The yellow areas on the form can be completed electronically.

NOTE: *The form is intended to be completed on-site while the inspection is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.*

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in *30 TAC 290.46(f)(3)(E)(iv)*.

Specific Instructions:

Please follow these instructions when completing Form TCEQ-20699:

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.
2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.



Backflow Prevention Assembly Test and Maintenance Report

NAME OF PWS: _____

PWS I.D. #: _____

MAILING ADDRESS: _____

CONTACT PERSON: _____

LOCATION OF PERSON: _____

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

TYPE OF ASSEMBLY

- Reduced Pressure Principle
- Double Check Valve
- Pressure Vacuum Breaker
- Reduced Pressure Principle-Detector
- Double Check-Detector
- Spill-Resistant Pressure Vacuum Breaker

Manufacturer _____

Size _____

Model Number _____

Located at _____

Serial Number _____

Is the assembly installed in accordance with manufacturer recommendations and/or codes? _____

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

Test gauge used: Make/Model _____ SN: _____ Calibration Date: _____

Remarks:

The above is certified to be true at the time of testing.

Firm Name: _____ Certified Tester: _____

Firm Address: _____ Certified Tester No. _____ Date _____

Firm Phone # _____

***TEST REPORTS MUST BE KEPT FOR AT LEAST THREE YEARS**